

IF A DISPUTE CANNOT BE RESOLVED

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

[Form 1AD inserted: Gazette 3 May 2013 p. 1801-17; amended: Gazette 20 Jan 2015 p. 371; 21 Aug 2015 p. 3315-16; 30 Jun 2017 p. 3558-9; 9 Apr 2019 p. 1048-50.]

Form 1

FORM 1

RESIDENTIAL TENANCIES ACT 1987

Section 27C(6)

PROPERTY CONDITION REPORT

HOW TO COMPLETE THIS FORM

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

**IMPORTANT NOTES ABOUT THIS PROPERTY CONDITION
REPORT**

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

Form 1

ADDRESS OF RESIDENTIAL PREMISES: _____

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

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

Form 1

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

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

Form 1

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

APPROXIMATE DATES WHEN WORK LAST DONE ON RESIDENTIAL PREMISES

Painting of premises (external):

Painting of premises (internal):

Floorcoverings laid:

Floorcoverings professionally cleaned:

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

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

Date:

.....
Tenant's signature

Date:

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

FORM 1A**RESIDENTIAL TENANCIES ACT 1987**

Section 61(a)

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

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

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

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

.....
(Address of rented premises)

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

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

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

DATE: SIGNED:
(Lessor/property manager)

ADDRESS:
.....POST CODE:

IMPORTANT INFORMATION FOR TENANTS

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

Form 1A

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

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

FORM 1B*RESIDENTIAL TENANCIES ACT 1987*

Section 61(a)

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

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

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

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

.....
(Address of rented premises)

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

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

DATE: SIGNED:
(Lessor/property manager)

ADDRESS:
.....POST CODE:

IMPORTANT INFORMATION FOR TENANTS

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

Form 1B

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

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

FORM 1C**RESIDENTIAL TENANCIES ACT 1987**

Section 61(a)

NOTICE OF TERMINATION

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

TO
(Name of tenant(s))

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

.....
(Address of rented premises)

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

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

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

Particulars of the breach are:

.....
.....

Notice of the breach was given to you on

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

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

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

Form 1C

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

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

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

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

(delete as appropriate)*

The lessor believes that this ground applies because

.....
.....

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

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

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

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

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

7. This notice of NOT LESS THAN 60 DAYS is given to you on the ground that the lessor has offered to enter into a new social housing tenancy agreement with you in respect of alternative premises (see the *Residential Tenancies Act 1987* section 71H).

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

DATE: SIGNED:
(Lessor/property manager)

ADDRESS:

..... POST CODE:

SEE OVER FOR IMPORTANT INFORMATION

FORM 1C — REVERSE

IMPORTANT INFORMATION FOR TENANTS

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

[Form 1C inserted: Gazette 3 May 2013 p. 1826-9; amended: Gazette 30 Jun 2017 p. 3559.]

Form 2

FORM 2

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

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

Period of notice by tenant

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

Co-tenants

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

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

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

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

Co-tenant remaining in residential premises

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

Documents must be kept confidential

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

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

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

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

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

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

Form 6

FORM 6

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

	<p>If you need more time to pay the modified penalty, you can apply for an extension of time by writing to the Authorised Person at the above postal address.</p> <p>If you want this matter to be dealt with by prosecution in court, sign here</p> <p>_____</p> <p>and post this notice to the Authorised Person at the above postal address within 28 days after the date of this notice.</p>
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[Form 6 inserted: Gazette 22 Sep 2006 p. 4128; amended: Gazette 24 May 2011 p. 1895; 3 May 2013 p. 1830-1; 20 Aug 2013 p. 3840.]

Form 7

FORM 7

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

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

Schedule 5 — Prescribed offences and modified penalties

[r. 13]

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

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

Offences under <i>Residential Tenancies Act 1987</i>		Modified penalty
s. 29(8)(b)	Failing to ensure tenant does not sign bond disposal form without amount of security bond stipulated	\$1 000
s. 32	Requiring or receiving rent in excess of court ordered amount	\$1 000
s. 33(1)	Failing to give receipt for rent	\$1 000
s. 34(1)	Failing to keep records of rent received	\$1 000
s. 45(3)	Failing to give lessor copy of key within 7 days	\$1 000
s. 51(1)	Failing to notify tenant of lessor's details	\$1 000
s. 51(2)	Failing to notify tenant of lessor's name and property manager's name and details	\$1 000
s. 51(3)	Failing to notify tenant of new lessor's details	\$1 000
s. 51(4)	Failing to notify tenant of change of lessor's details within 14 days	\$1 000
s. 53(1)	Giving false name or place of employment	\$1 000
s. 53(2)	Failing to notify lessor of new place of employment	\$1 000
s. 53(3)	Failing to provide forwarding address on vacating premises	\$1 000
s. 54(1)(a)	Failing to give tenant copy of residential tenancy agreement	\$1 000
s. 54(1)(b)	Failing to give tenant copy of executed residential tenancy agreement	\$1 000
s. 57(2A)	Executing residential tenancy agreement providing for accelerated rent or liquidated damages	\$1 000
s. 59F(1)	Lessor or tenant altering, removing or adding lock without consent	\$2 000
s. 59F(2)	Property manager altering, removing or adding lock without consent	\$2 000
s. 59F(2A)	Lessor breaching term referred to in s. 45(2)(c)	\$2 000
s. 63(3)	Giving false or misleading notice of termination	\$1 000

Offences under <i>Residential Tenancies Act 1987</i>		Modified penalty
s. 71AB(3)	Lessor disclosing information referred to in s. 71AB(2)	\$1 000
s. 71AB(4)	Lessor failing to ensure information referred to in s. 71AB(2) is kept in secure manner	\$1 000
s. 79(3)	Failing to give notice that abandoned goods have been stored	\$1 000
s. 80A(6)	Failing to give reclaimed document to person	\$1 000
s. 80	Entering leased premises to recover possession without court order	\$4 000
s. 82C(2)	Failing to give written notice of usual use of residential tenancy database	\$1 000
s. 82D(2)	Failing to give written notice of personal information in residential tenancy database	\$1 000
s. 82E(1)	Listing personal information in residential tenancy database contrary to section 82E(1)	\$1 000
s. 82F(1)	Listing personal information in residential tenancy database contrary to section 82F(1)	\$1 000
s. 82G(3)	Failing to keep copy of written notice under section 82G(2) for one year	\$1 000
s. 82H(2)	Failing to amend or remove personal information from residential tenancy database within 14 days	\$1 000
s. 82I(1)	Lessor or lessor's agent failing to give copy of personal information within 14 days of request	\$1 000
s. 82I(2)	Database operator failing to give copy of personal information in residential tenancy database within 14 days of request	\$1 000
s. 82K(2)	Keeping personal information in residential tenancy database longer than permitted	\$1 000
s. 93(1)	Failing to take reasonable steps to ensure security bond is transferred to bond administrator when required	\$1 000

Residential Tenancies Regulations 1989

Schedule 5 Prescribed offences and modified penalties

Offences under <i>Residential Tenancies Act 1987</i>		Modified penalty
s. 96(2)	Failing to pay bond, or part of bond, when required	\$1 000

*[Schedule 5 inserted: Gazette 3 May 2013 p. 1832-5; amended:
Gazette 9 Apr 2019 p. 1052.]*

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

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

Citation	Gazettal	Commencement
<i>Residential Tenancies Amendment Regulations 2017</i>	30 Jun 2017 p. 3554-9	r. 1 and 2: 30 Jun 2017 (see r. 2(a)); Regulations other than r. 1 and 2: 3 Jul 2017 (see r. 2(b) and <i>Gazette</i> 30 Jun 2017 p. 3551-2)
<i>Residential Tenancies Amendment Regulations (No. 2) 2017</i>	8 Dec 2017 p. 5843	r. 1 and 2: 8 Dec 2017 (see r. 2(a)); Regulations other than r. 1 and 2: 1 Jan 2018 (see r. 2(b))
<i>Commerce and Industrial Relations Regulations Amendment (Fees and Charges) Regulations 2018 Pt. 19</i>	25 Jun 2018 p. 2325-53	1 Jul 2018 (see r. 2(b))
<i>Commerce Regulations Amendment (Family Violence) Regulations 2019 Pt. 2</i>	9 Apr 2019 p. 1042-55	15 Apr 2019 (see r. 2(b) and <i>Gazette</i> 9 Apr 2019 p. 1041-2)

^{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

Citation	Gazettal	Commencement
<i>Commerce Regulations Amendment (Fees and Charges) Regulations 2019 Pt. 17⁷</i>	18 Jun 2019 p. 2077-115	1 Jul 2019 (see r. 2(b))

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 Repealed by the *Biosecurity and Agriculture Management (Repeal and Consequential Provisions) Act 2007*.

⁴ Repealed by the *Legal Profession Act 2008*.

⁵ The *Residential Tenancies Act 1987* Sch. 1 cl. 7 was deleted by the *Residential Tenancies Amendment Act 2011* s. 87(16).

⁶ Now called the Consolidated Account.

⁷ On the date as at which this compilation was prepared, the *Commerce Regulations Amendment (Fees and Charges) Regulations 2019* Pt. 17 had not come into operation. It reads as follows:

**Part 17 — Residential Tenancies Regulations 1989
amended**

41. Regulations amended

This Part amends the Residential Tenancies Regulations 1989.

42. Schedule 3 amended

In Schedule 3 amend the provisions listed in the Table as set out in the Table.

Table

Provision	Delete	Insert
it. 1(a)(i)	19.70	20.50
it. 1(a)(ii)	68.25	71.50
it. 2	18.20	19.10
it. 4(a)	0.60	0.65
it. 4(b)	4.00	4.20
it. 5(a)	3.00	3.20
it. 5(b)	0.70	0.75
it. 6	3.00	3.20

Defined terms

Defined terms

[This is a list of terms defined and the provisions where they are defined.

The list is not part of the law.]

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