This handout will introduce you to renting in Perth with some helpful information. Understanding more about renting in WA will help you save time and money.

You can pay rent to an owner of a property, a real estate agent working for the owner, or an existing tenant (sharing). Once you start paying rent, you are a tenant or sub-tenant, depending on who your agreement is with.

Please note that if you are in a homestay arrangement, or you receive a service e.g. meals provided to you as part of your accommodation, different ‘rules’ apply.

**Laws About Renting**

Laws differ from country to country and in Australia they differ from state to state. There are very specific laws that protect tenants’ rights and the rights of owners of rental properties. In WA, the law is known as the Residential Tenancies Act 1987 (RTA).

It is important that you understand what you and the owner or real estate agent are allowed and not allowed to do, so you can avoid problems and protect your rights.

When you and the owner cannot resolve a tenancy dispute the courts will do it for you. *Don’t be afraid to go to court*; it is low cost and fair.

**Rights and Responsibilities**

Under the RTA, there are many rights and responsibilities for tenants and owners. These are some:

- Tenants must always pay rent on time
- Tenants only pay for damage they or their guests have caused, like a broken window or staining a carpet
- Owners pay for maintaining things, like a hot water system or leaking roof
- Tenants have to keep the rental property in a reasonable state of cleanliness.
- Owners cannot force you to leave a rental property without the correct legal notice

**Looking for a Home**

Getting a rental property can be difficult so start looking as soon as you can. Don’t be afraid of limiting your choices just to Nedlands/Crawley area as Perth has a great public transport system. You can find quality cheaper accommodation away from Crawley.

Think about where you want to live (not just Nedlands and Crawley!), the size of the rental property and how much rent you can afford.

When looking at a property, be prepared with personal documents like your passport and bank statements. In most cases, you will need $50 for an Option Fee if required if you want to apply for the property.

You may have to apply for many properties before an application is successful. You will get your Option Fee refunded if your application is unsuccessful. *You won’t get it back if you decline the offer.* If your application is successful, the money will be deducted from the first rent payment.
Offered a Home
When you are offered rental accommodation by the owner or agent you will be asked to sign a tenancy agreement. This is a legal contract. When you sign it you are agreeing to the conditions so please read it carefully.

Even if renting a room in a house, it is better to have a written agreement than not to protect your rights.

Set Up Costs
When you are offered a rental property you will need to have money ready to give to the owner or agent before you can move in. This may include the bond (up to 4 weeks’ rent) and two weeks’ rent in advance. Make sure you have this ready. Make sure to get a receipt for all money paid by you.

Enjoying Your Home
Look after the property by keeping it clean and undamaged. Look after the plants and garden (if any). This may include weeding, mowing and watering the garden.

Make sure you are given two copies of the Property Condition Report so you do not get charges for damaged or dirty items when you moved in. Take pictures and include them in your copy to the owner. Keep copies for yourself.

Organise the connection of electricity, water and gas (if applicable) before moving in. Electricity, water, gas and landline telephone bills come regularly, usually every two months. Make sure that you can pay them. If not you can negotiate part payments with the utility company. Do this before you get into arrears.

There may be equipment that you are not familiar with, such as stoves, heaters, air conditioners, ovens, dish washers, so learn how to use them properly and safely.

Owners or agents will conduct regular inspections, but they must give you written notice.

Keep all documents—Tenancy Agreement, Property Condition Report, letters and emails to and from the owner or agent safe so you can refer to them as needed, especially if disputes arise.

If you need to break the lease, or leave the property before the lease is finished, discuss this with the owner or agent first. Better yet is to discuss this when you first sign up for the property to make sure as this can be a very expensive exercise for you.

Where to go for Help
These agencies may be able to provide you with free information, advise and referral.

TENANCY WA—A not for profit community legal centre protecting tenant’s rights in WA. Can refer you to a tenant advocate in your local area who may be able to give you more support and assistance.
Telephone Advice: 08 9221 0088; country callers (freecall) 1800 621 888
Web: http://www.tenancywa.org.au/

DEPARTMENT OF COMMERCE—Provides a free telephone advice service on many tenancy related issues.
Telephone: 1300 304 054

TRANSLATING ASSISTANCE—Translating and Interpreting Service (TIS). Telephone: 131 450
THE FOLLOWING INFORMATION HAS BEEN COMPILED TO HELP YOU AND YOUR LANDLORD/AGENT COMPLY WITH THE TERMS AND CONDITIONS UNDER THE RESIDENTIAL TENANCIES ACT.

Terms and Conditions
It is important that the terms and conditions attached to the provision of accommodation be clearly outlined and agreed to before the commencement of a tenancy. Any agreement should include notice periods for ending the agreement.

1. Tenancy Agreement
Rental agreements can be periodic or fixed term. All agreements must clearly explain the terms and conditions of your tenancy. Please read through this carefully paying particular attention to any attached amendments. DO NOT sign an agreement unless you fully understand your rights and obligations and those of the lessor (owner/agent) as stated on the agreement.

Remember, the Residential Tenancies Act does not cover boarding and lodging situations. This means that if a dispute arises the protection offered to a boarder or lodger is not as extensive as that offered to a tenant.

There are two types of tenancy agreements:
- A periodic tenancy has no pre-determined finish date. It continues on a month-by-month basis until either you or the lessor give the appropriate notice to end it.

- A fixed term tenancy is an agreement which allows you to rent the premises for a set period with a specific start and finish date. It provides more certainty and security for both you and the lessor. Although a fixed-term tenancy agreement has an expiry date, the agreement will not automatically terminate on the end date unless either you or the lessor/property manager gives 30 days’ notice of intention NOT to renew the agreement. The agreement does not automatically terminate on the end date unless either you or the lessor/property manager gives 30 days’ notice of intention NOT to renew the agreement.

Please use the prescribed tenancy agreement form.

2. Information for Tenant with Non-written Tenancy Agreement
Even if you do not have a formal written lease agreement, you and the lessor still have to comply with the Residential Tenancies Act. 1987 (RTA)

This information is a valuable tool that outlines you and the lessor’s rights and obligations under the RTA, without a written tenancy agreement (lease).

3. Bond Lodgement Form
This form must be completed by yourself and the lessor. When a tenant pays the bond, the lessor must give a receipt on the spot, showing the name of the person/s who paid, the amount, date and address of the rental premises. This form can be also complete online:


The lessor must pay the bond to Consumer Protection’s bond administrator as soon as possible and within 14 days of receiving it.

If more than one person has paid the bond (eg in a shared house), it is important the names of all the parties appear on the lodgement form to protect everyone’s share.

The Bond Administrator will send a record of payment of security bond directly to the tenants. If tenants don’t receive the record from the Bond Administrator within one month of paying the bond money to the lessor they can check their bond has been lodged by contacting the Bond Administrator on 08 9282 0829.
4. Property Condition Report

A MUST HAVE when entering into any tenancy.

When you rent a property the lessor/property manager must provide you with two copies of the Property Condition Report within seven days of you moving in. The report must contain, at the very minimum, the items listed in the report (attached).

Check the Property Condition Report carefully and change anything you think is not correct on both copies. Keep a copy of the changes you have made and send one copy back within seven days of receiving it – if you don’t you are considered to have agreed with the one you were given.

When you leave the property, the lessor must give you another updated report completed at the final inspection within 14 days. You must be given a reasonable opportunity to be present at the final inspection.

EXAMPLE FORMS

The following pages contain examples of the following prescribed forms:

- Prescribed tenancy agreement (Form 1AA)
- Information for you (tenant) with a non-written tenancy agreement (Form 1AC)
- Bond lodgement form (Form 28933)
- Property Condition Report (Form 1)

You are welcome to contact the Housing Officer if you have any difficulties with any aspect of your accommodation, or just want more information.

Where to find us:

UWA Student Support Services
1st Floor, Student Central

To make an appointment
please call 08 6488 5573
email: housing-studserv@uwa.edu.au

Visit our website
http://www.studentservices.uwa.edu.au/

Got a Question? Find the Answer...@ http://www.ask.uwa.edu.au
FORM 1AA
RESIDENTIAL TENANCY AGREEMENT
RESIDENTIAL TENANCIES ACT 1987 (WA)
Section 27A

PART A

This agreement is made between:

Lessor [name of lessor(s)]

[lessor(s) contact details] ADDRESS:

TELEPHONE: ______________________ EMAIL: ______________________

and

Tenant [name of tenant one]

[tenant contact details] ADDRESS:

TELEPHONE: ______________________ EMAIL: ______________________

Tenant [name of tenant two]

[tenant contact details] ADDRESS:

TELEPHONE: ______________________ EMAIL: ______________________

Lessor’s property manager

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

Giving of notices and information by electronic means

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

Lessor

Email: Yes ☐ No ☐ Facsimile: Yes ☐ No ☐

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

Tenant one

Email: Yes ☐ No ☐ Facsimile: Yes ☐ No ☐

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

Tenant two

Email: Yes ☐ No ☐ Facsimile: Yes ☐ No ☐

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

Lessor’s property manager

Email: Yes ☐ No ☐ Facsimile: Yes ☐ No ☐

[insert email address or facsimile number if different from contact details above]
TERM OF AGREEMENT
(* delete as appropriate)
* This residential tenancy agreement is periodic - starting on _____/_____/______.
* This residential tenancy agreement is fixed - starting on _____/_____/______ and ending on _____/_____/______.

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
(* delete as appropriate)
The rent is [insert amount] $___________ per week/calculated by reference to tenants income

[insert calculation] _____________________________________________________________
Payable weekly/fortnightly* in advance starting on _____/_____/______.
The method by which the rent must be paid is: (* delete as appropriate)
(a) by cash or cheque*; or
(b) into the following account or any other account nominated by the lessor*:
BSB: ______ 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:

<table>
<thead>
<tr>
<th>Utility</th>
<th>Yes ☐</th>
<th>No ☐</th>
<th>Yes ☐</th>
<th>No ☐</th>
<th>Yes ☐</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
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<td>Gas</td>
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<td>Water</td>
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</tr>
</tbody>
</table>

Other [please specify]: ____________________________ [insert method of calculation] ____________________________ Yes ☐ No ☐

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

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

- Electricity: [insert method of calculation]

- Gas: [insert method of calculation]

- Water: [insert method of calculation]

- Other [please specify]: ____________________________ [insert method of calculation] ____________________________

STRATA BY-LAWS

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

Yes ☐ No ☐

PETS

The pets listed may be kept at the premises: ____________________________

RIGHT OF TENANT TO ASSIGN OR SUB-LET

(* delete as appropriate)

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

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES

(* delete as appropriate)

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

PROPERTY CONDITION REPORTS

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

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

**POSSSESSION 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 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 am and 6.00 pm on a weekday; or

26.2 between 9.00 am and 5.00 pm 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 pm.

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 if the lessor or the property manager applies to the Bond Administrator for all or part of the security bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.
47. The Bond Administrator can only release the security bond when it receives either:
   47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
   47.2 an order of the court.
48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. Warning: It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

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

NOTICES
51A. A notice under this agreement must be given:
   51A.1 in the prescribed form; or
   51A.2 if there is no prescribed form but there is an approved form — in the approved form; or
   51A.3 if there is no prescribed form or approved form — in writing.
51B. A notice from the tenant to the lessor may be given to the property manager or the lessor’s agent.
51C. A notice under this agreement may be given to a person:
   51C.1 by giving it to the person directly; or
   51C.2 if an address for service for the person is given in the agreement — by posting it to, or leaving it at, the address for service; or
51C.3 if the person has agreed under Part A to the electronic service of notices — by sending the notice to the email address or facsimile number given in Part A.

51D. A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the agreement.

ADVICE, COMPLAINTS AND DISPUTES
DEPARTMENT OF COMMERCE
52. 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.

53. 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
54. 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]  Witness (name and signature)  [Date]

Signed by the TENANT/S (strike-out non-applicable signature blocks)

[Signature of tenant]  Witness (name and signature)  [Date]

[Signature of tenant]  Witness (name and signature)  [Date]

[Signature of tenant]  Witness (name and signature)  [Date]

[Signature of tenant]  Witness (name and signature)  [Date]

For further information about rights and obligations as a lessor or tenant, refer to the Residential Tenancies Act 1987 or contact the Department of Commerce on 1300 30 40 54 or www.commerce.wa.gov.au/Tenancy

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.
FORM 1AC
Information for Tenant
RESIDENTIAL TENANCIES ACT 1987 (WA)
Section 27B

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
- two copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgement 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.
- Under the Building Regulations 2012, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa pool is not in working order or does not comply with the Building Regulations 2012, contact your lessor or property manager immediately to arrange repairs. If delays occur, or you need more information, contact your local council.
• Loose cords or chains, on blinds or curtains, which are not fixed out of reach, pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.

• Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.

• Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.

• You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

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

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

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

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

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

FURTHER INFORMATION
CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE
   Perth office: 140 William Street, 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

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.

For further information about tenancy rights, refer to the Residential Tenancies Act 1987 or contact the Department of Commerce on 1300 30 40 54 or www.commerce.wa.gov.au/Consumer Protection.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.
# Lodgement of Security Bond Money

**Government of Western Australia**  
**Department of Commerce**  
**Consumer Protection**

Residential Tenancies Act 1987 - Section 29, Schedule 1  
Residential Parks (Long-stay Tenants)  
Act 2006 - Section 22

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### Rental Property Details

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**Suburb**  
**Postcode**  
**Tenancy Start Date (DD / MM / YYYY)**

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### Tenant(s)

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**Suburb**  
**State**  
**Postcode**

#### 1

**Family Name / Organisation Name**

**Given Name / Organisation Name continued...**

**Other Names**

**Email Address**

**Contact Number (mobile preferred)**  
**Signature (please stay inside border)**

**Date of Signature (DD / MM / YYYY)**

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#### 2

**Family Name / Organisation Name**

**Given Name / Organisation Name continued...**

**Other Names**

**Email Address**

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**IMPORTANT**  
Do not sign this form until you have read the information on the last page of the form  
*Not to be used for Commercial Tenancies*
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### Lessor(s) / Park Operator

**Is the owner a park operator?** □ Yes □ No **Is the lessor(s) / park operator an organisation?** *

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**IMPORTANT - Do not sign this form until you have read the information on the last page of the form**

*Not to be used for Commercial Tenancies*
Lessor(s) / Park Operator continued...

Address continued...

Suburb

State

Postcode

Email Address

Contact Number (mobile preferred)

Fax Number

Signature (please stay inside border)

Date of Signature (DD / MM / YYYY)

Agent

Agent Name

Name continued...

Address

Address continued...

Address continued...

Suburb

State

Postcode

Email Address

Contact Number

REBA Licence Number (Licensed Agents only)

Fax Number

Signature (please stay inside border)

Date of Signature (DD / MM / YYYY)

Name of Authorised Signatory

Bond Money

Amount of Weekly Rent

Weeks

= $

Pet Bond

Long-stay Security Access Bond

Total Security Bond

Date paid to Owner / Agent / Park Operator (DD / MM / YYYY)

Department of Housing component

Method of Payment to Bond Holder (Indicate and attach or complete below)

☐ Direct Debit    ☐ Cheque    ☐ Cash    ☐ Other

*Only payable in person at the Department of Commerce

Please continue on next page

IMPORTANT - Do not sign this form until you have read the information on the last page of the form
**Direct Debit Request (If paying by Direct Debit)**

(Name of Customer(s) giving the DDIR) authorise the Consumer Protection ACPSAC User 267469. To arrange for funds to be debited from my/your account at the financial institution identified below and as prescribed through the Bulk Electronic Clearing System (BACS). The authorisation is to remain in force in accordance with the terms described in the Service Agreement.

Name of Australian bank/building society/credit union

Name of Account Holder

AASB Number (Six digits) | Account Number | Signature (please stay inside border)

Date of Signature (DD / MM / YYYY)

**Bond Holder**

The bond is to be held by:

- [ ] Bond Administrator
- [ ] A Financial Institution

(See below)

Name of Australian bank/building society/credit union

Name of Account Holder

AASB Number (Six digits) | Account Number

**Important Information for Lodgement of Security Bond Money and Record of Payment**

**Residential Tenancy Bond**

The tenant(s) and lessor(s)/property manager must sign this form. All signatories to the Lodgement of the security bond will be required to sign the Joint Application for Disposal of Security Bond at the completion of the tenancy.

1. **Amount of security bond required**
   - See Section 29(1A), (1) and (2) of the Residential Tenancies Act 1987

   The security bond must not be more than 4 times the weekly rent unless the weekly rent is more than $1,000. A pet bond of $500 can be taken if the tenant is permitted to keep a pet that can carry parasites that affect humans. The pet bond is for fumigation purposes and must not be taken for guide dogs.

2. **Requirement to give receipt**
   - See Section 29(4)(a) of the Residential Tenancies Act 1987

   A receipt must be issued immediately by the person receiving the security bond. The receipt must specify the date the bond was received, name of the person(s) paying the bond, amount paid, and address of the premises for which the bond has been paid.

3. **Lodgement of the bond**
   - See Section 29(4)(b) and Schedule 1, clause 5A of the Residential Tenancies Act 1987

   The lessee(s) or the lessor(s) property manager must lodge the security bond in an account with the Bond Administrator as soon as practicable and within 14 days of receiving the bond.

4. **Tenant and lessor/property manager to receive copy of record of payment**
   - See Consumer Protection when the bond is lodged with the Bond Administrator.

   The Bond Administrator will send a copy of the record of payment to the tenant and the lessor/agent.

**Residential Parks (Long-Term) Tenancy Bond**

The tenant(s) and owner(s)/agent or park operator must sign this form. All signatories to the Lodgement of the security bond will be required to sign the Joint Application for Disposal of Security Bond at the completion of the tenancy.

1. **Amount of security bond required**
   - See Section 51(2) of the Residential Parks (Long-Term Tenants) Act 2006

   The security bond must not be more than 4 times the weekly rent.

   A long-term security access bond of no more than $100 may be required for keys, remote control entry devices or other security devices. A pet bond of no more than $500 may be required if the tenant is permitted to keep a cat or dog on the premises.

2. **Requirement to give receipt**
   - See Section 51(3) of the Residential Parks (Long-Term Tenants) Act 2006

   A receipt must be issued by the person receiving the security bond. The receipt must specify the date the bond was received, name of the person(s) paying the bond, amount paid, particulars of the agreed premises for which the bond has been paid and the amount of any pet bond taken.

3. **Lodgement of the bond**
   - See Section 23(1) and (2) of the Residential Parks (Long-Term Tenants) Act 2006

   Park operators

   The park operator must lodge the security bond in an account with the Bond Administrator or in a Trust Account. An account opened with an authorised financial institution is to be in the name of the park operator and long-term tenant(s), followed by the title "Trust Account Bond".

   **Real estate agents**

   An agent may lodge the security bond money either in an account in the name of the agent or with the Bond Administrator as soon as practicable after receiving the bond.

4. **Tenant and park operator to have copy of form / record of payment**
   - See Section 23(2) of the Residential Parks (Long-Term Tenants) Act 2006

   Long-term (lessor/agent) must be given a copy of the Record of Payment of Security Bond form showing the account details of the bond holder (if held by an authorised deposit-taking institution or authorised financial institution) within three working days of the park operator receiving the bond.

   For bonds lodged with the Bond Administrator a Record of Payment will be sent to the tenant and park operator.

The record of payment will advise you of the bond reference number. If the Record of Payment is not received as above, please contact the Bond Administrator on email: bondadmin@consumer.org.au by telephone 1300 853 829 or fax 6251 2813 to make sure it has been lodged correctly.

*Please note under Section 5(1) of the Residential Parks (Long-Term Tenants) Act 2006 a tenant of a residential park is a long-term tenant where a residential park agreement confers a right to occupy a site or other park premises for a fixed term of 3 months or longer (other than for a holiday or short-term employment by the park).

**Seek advice immediately if you need more information**

For Translating and Interpreting Services please telephone 13 14 50 and ask to speak to the Department of Commerce advice line (1800 30 40 54) for help and assistance.

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28933
FORM 1
Property Condition Report
RESIDENTIAL TENANCIES ACT 1987 (WA)
Section 27C(6)

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.

For further information about tenancy rights, refer to the Residential Tenancies Act 1987 or contact the Department of Commerce on 1300 30 40 54 or www.commerce.wa.gov.au/Consumer Protection.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.
Address of residential premises: __________________________________________________________

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**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.

Signed by the **LESSOR/PROPERTY MANAGER**

[Signature of lessor/property manager] Date: ____/_____/_____

Signed by the **TENANT**

[Signature of tenant] Date: ____/_____/_____

FORM 1 PROPERTY CONDITION REPORT Page 5 of 5