



# 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: \_\_\_\_\_ (optional) EMAIL: \_\_\_\_\_ (optional)

and

Tenant [name of tenant(s)] \_\_\_\_\_

[tenant(s) contact details] ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## Lessor's property manager

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

## 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:

**Electricity** Yes  No       **Gas** Yes  No       **Water** Yes  No

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

### **POSSESSION OF THE PREMISES**

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

### **TENANT'S RIGHT TO QUIET ENJOYMENT**

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

### **USE OF THE PREMISES BY TENANT**

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

the agreement.

### **LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

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

### **URGENT REPAIRS**

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs.  
Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not 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](http://www.commerce.wa.gov.au/ConsumerProtection).
44. **Warning:**
  - 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
  - 44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

## **SECURITY BOND**

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.
47. The Bond Administrator can only release the security bond when it receives either:
  - 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or

47.2 an order of the court.

48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

## TENANCY DATABASES

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

## ADVICE, COMPLAINTS AND DISPUTES

### DEPARTMENT OF COMMERCE

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

### IF A DISPUTE CANNOT BE RESOLVED

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

## PART C

### IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERMS:

---



