



**FORM 1AA**  
**RESIDENTIAL TENANCY AGREEMENT**  
*RESIDENTIAL TENANCIES ACT 1987 (WA)*  
Section 27A

**PART A**

**This agreement is made between:**

**Lessor** [name of lessor(s)] Southern Cross Housing Ltd

[lessor(s) contact details] ADDRESS: 15 Rowe Avenue, RIVERVALE WA 6103

TELEPHONE: 1300 669 189 (optional) EMAIL: \_\_\_\_\_ (optional)

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  **housing@scrosswa.org.au**

## TERM OF AGREEMENT

This residential tenancy agreement is **periodic - starting** 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] \_\_\_\_\_

**If no allocated parking authorised then only one vehicle may be parked in the common grounds car park if available**

[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 \_person(s) may ordinarily live at the premises at any one time.

## RENT

The rent is \$ per fortnight/calculated by reference to tenants income in accordance with the Rent Calculation Method (see Clause 55)

Payable fortnightly in advance starting on

Our preferred method of payment is by:

- (a) Centrepay Deduction
- (b) Direct Debit

## SECURITY BOND

A security bond of] \$ and a pet bond of \$ 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.*

## INCREMENTAL BOND PAYMENTS

The Tenant will pay the security bond of \$ ..... to the Lessor by the equal fortnightly instalments of \$..... starting on the same date that the rent is first payable under this Agreement

## INCREMENTAL PET BOND PAYMENTS

The Tenant will pay the Pet Bond of \$ ..... to the Lessor by the equal fortnightly instalments of \$..... and a final payment of \$ ..... starting on the same date that the rent is first payable under this Agreement

## 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 the amount of Rent payable by the **TENANT** to the **SERVICE PROVIDER** shall be determined by the **SERVICE PROVIDER** but shall be no greater than the amount equal to the sum of the following two amounts:

- An amount equal to 25% of the household income derived by the **TENANT** and
- All of the Commonwealth Rent Assistance that the **TENANT** receives or is entitled to receive

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 100% 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 is attached:

Yes  No

**PETS**

The pets listed may be kept at the premises: \_\_\_\_\_

**RIGHT OF TENANT TO ASSIGN OR SUB-LET**

The tenant may assign the tenant’s interest under this agreement or sub-let the premises only with the written consent of the lessor.

**RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES**

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. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, 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.
  - 34.4 a tenant may alter or add any lock or other means of securing the residential premises in accordance the Residential Tenancies Act 1987 section 45(2)(a), and the tenant and lessor must comply with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other means of securing the residential premises.

## **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.

### ENDING A TENANT'S INTEREST IN A RESIDENTIAL TENANCY AGREEMENT BECAUSE OF FAMILY VIOLENCE

- 41A. A tenant's interest in a residential tenancy agreement may be ended:
- 41A.1 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(ba) if the tenant or a dependant of the tenant is, during the tenancy period, likely to be subjected or exposed to family violence; or
  - 41A.2 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(bb) if the tenant receives a copy of a notice of a termination referred to in paragraph 41A.1 from another tenant; or
  - 41A.3 by a court under the *Residential Tenancies Act 1987* section 60(1)(bc) if a family violence order is in force against a tenant to protect another tenant or if the court is satisfied that the tenant has committed family violence against another tenant or their dependant during the tenancy period.

### 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 Mines, Industry Regulation and Safety 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:
- 47.2 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
  - 47.3 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:
- 50.2 the person is a named tenant on the residential tenancy agreement; and
  - 50.3 the residential tenancy agreement has been terminated; and



- 50.4 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

- 51 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 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 MINES, INDUSTRY REGULATION AND SAFETY

- 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 Mines, Industry Regulation and Safety 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 Mines, Industry Regulation and Safety. 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:
- 54.1 restraining any action in breach of the agreement; and
- 54.2 requiring a party to the agreement to perform a certain action under the agreement; and
- 54.3 order the payment of any amount owing under the agreement; and
- 54.4 order the payment of compensation for loss or injury.

## RENT CALCULATION METHODOLOGY

- 55 The Lessor will use the benchmark market values for the non-commercial supply of long-term accommodation published by the Australian Taxation Office

**Option 1 (Band A)** – Fortnightly rent = (25% of gross fortnightly Assessable Household Income + 100% fortnightly Rent Assistance

**Option 2 (Band B)** - Fortnightly rent = (30% of gross fortnightly Assessable Household income + 100% fortnightly Rent Assistance entitlement) but will not exceed the Maximum Rent of 75% of Market Rent.

Market rents – ATO Detailed Benchmark Market Values, Inner, Middle and Outer Perth (1 and 2 bed example):

<u>Perth (Middle)</u>	<u>1xbed \$ pf</u>	<u>2xbed \$pf</u>
Market Rent	\$386.00	\$632.00
<b>75% Market Rent</b>	<b>\$289.50</b>	<b>\$474.00 (maximum charge)</b>

(Example 01/10/2020 with current rates)

**Example only of how rent is calculated for a single Tenant in a 1 Bed property (Band A) (Middle is Cities of Stirling, Bayswater, Canning, Mclville Fremantle, Cockburn, Gosnells, Wanneroo; Towns of Bassendean, Est Fremantle and shire of Kalamunda).**

**Base Rent = \$165.83 per fortnight (= 25% of before tax income based on a Pension of \$860.60) + \$123.68 Commonwealth Rent Assistance (CRA) = \$289.50 rent payable per fortnight (maximum that can be charged is \$289.50pf)**

All Centrelink incomes are calculated on base pension rates only. Income and asset limits for those on a Disability pension, for both Band A and Band B are slightly higher.

## **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.

- 1)
    - a) The tenant must remain eligible for Affordable Housing throughout the tenancy by continuing to meet the Income and Assets Criteria.
    - b) Tenants must provide proof of household income and assets annually, upon request or within 14 days of any change of household income and assets, as evidence of continued eligibility for Affordable Housing.
  - 2) The tenant must obtain written permission from SCH Ltd if they wish extra persons to reside with them at the premises. This permission must be sought before the person(s) move in.
  - 3)
    - a) The tenant must obtain written permission from SCH Ltd to keep a pet at the premises. If permission is granted, special conditions and/or number restrictions may apply and a pet bond must be payable.
    - b) If permission to keep a dog is granted the tenant agrees to register the dog in line with local council requirements, and adhere to a number of restrictions. The tenant may not keep, and SCH Ltd will not grant permission for, any dog deemed dangerous by the local council or listed in the Dog (Restricted Breeds) Regulations (No. 2) 2002 (WA.). A 'restricted breed' means a dog of any of the following breeds: Dogo Argentino, Fila Brasileiro, Japanese Tosa, and American Pit Bull Terrier/Pit Bull Terrier.
    - c) The tenant must not keep any poultry or fowl (e.g. chickens, geese, ducks etc.) at the premises.
    - d) At the end of the agreement, the Pet Bond may be applied to the cost of fumigation of the premises and any other purpose permitted under the Act.
  - 4) Visitors must park in allocated bays only for a maximum period of 24 hours at any given time
  - 5) Smoking in the buildings or any common areas is not permitted
  - 6) The tenant must not store any hazardous materials or illegal substances in or around the premises.
  - 7) Further to Section 18.7 of this Tenancy Agreement, the tenant agrees not to cause, or allow to be caused, injury to the lessor's employees, contractors, partnership support agency workers, property manager or any person lawfully on adjacent premises.
  - 8) The Special Conditions on pages 10 to 19 are incorporated into and form part of this **AGREEMENT**. In the event of an inconsistency between the Conditions and the Special Conditions, the Special Conditions prevail to the extent of that inconsistency.
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## 1. INTERPRETATION AND DEFINITIONS

### 1.1 Interpretation

In this Agreement:

- a) an agreement, representation or warranty of the part of or in favour of two or more persons binds or is for the benefit of them together or separately;
- b) a reference to dollars or \$ is a reference to Australian dollars; and
- c) a reference to anything (including, but not limited to, any amount) is a reference to the whole and each part of it and reference to a group of persons is a reference to any one or more of them.
- d) singular words include the plural and vice versa;
- e) words of any gender include the other genders;
- f) references to clauses, Attachments and Schedules refer to clauses, Attachments and Schedules in this Agreement and form part of this Agreement; and
- g) references to an Act or Regulations are references to that Act or Regulation as is from time to time amended or repealed and re-enacted and to any other Act or Regulations enacted in their place (or their corresponding provision).

### 1.2 Definitions

In this Agreement unless the contrary intention appears:

**'Act'** means the Western Australian Residential Tenancies Act (1987), as amended from time to time;

**'Agreement'** means this Tenancy Agreement;

**'Commencement Date'** means the date on the first page of part A of this Tenancy Agreement;

**'Common Areas'** means those areas intended for the shared use of Tenants and Visitors;

**'Health Information'** means information about Your health or disability or about the provision of care or services to You or other personal information which will assist the Service Provider in the course of arranging or providing care or health services to You;

**'Inventory'** means the list of the Service Provider's property contained in the premises at the commencement of this Agreement;

**'Maximum Number of Occupants'** means the number of occupants stated in clause 5 of the Agreement.

**'Pests'** includes rats, mice, cockroaches, fleas and other vermin but excludes white ants, Singapore ants, wasps and bees;

**'Pets'** means any species of animals, fish or birds;

**'Pet Security Bond'** means an amount of \$260.00

**'Property Condition Report'** means the report prepared by the Service Provider in relation to the condition of the premises as at the commencement of this Agreement;

**'Rubbish'** includes lawn clippings and other garden refuse;

**'Service Provider'** includes our assigns, successors and persons substituted by novation;

**'Tenant'** or **'You'** or **'Your'** means the person(s) party to this Agreement;

**'Vehicle'** means car, truck, bus, trailer, caravan, boat, motorcycle and any other vehicle whether capable of being licensed or not and whether in working order or not;

**'Visitors'** means your invitees, guests or visitors; and

**'Working Day'** means a day other than a Saturday, a Sunday or a public holiday in Western Australia.

## RENT

### 2.1 Payment of Rent

The rent must be paid one period in advance (without deduction, set off or counterclaim) starting on or before the date specified in paragraph 2 of the Conditions, either by direct bank debit to the **SERVICE PROVIDER**, or by Centrelink Centrepay deduction.

### 2.2 Rental Increase

Rents are subject to market variations and will not otherwise be increased more than every SIX (6) months.

### 2.3 Notice of Rent Increase

Subject to clause 2.2, before any increase in the rent takes place the **SERVICE PROVIDER** will give You SIXTY (60) days' notice in writing.

## BOND

3.1 You must pay a Security Bond equal to FOUR (4) weeks' rent on the grant of the tenancy.

3.2 Within 14 days, the **SERVICE PROVIDER** will pay the Security Bond and any Pet Bond into a *'Tenancy Bond Account'* with the State Government's Bond Administrator.

3.3 The **SERVICE PROVIDER** may, in compliance with the Act, apply any portion of the bond to:

- a) The payment of the reasonable costs upon termination of this Agreement to repair any damage to the Premises caused by you or any person on the Premises with Your consent;
- b) The payment of arrears of rent upon termination of this Agreement; or
- c) Rectify any other breach of this Agreement committed by you.

## USE OF PREMISES

4.1 You and your Visitors use and occupy the premises, which under this Agreement you have the right to use at your own risk. You release, to the fullest extent allowed by law, the **SERVICE PROVIDER**, its staff, agents, contractors and employees from all claims and demands of every kind resulting from any accident, damage or injury occurring in or near the premises, except to the extent caused by our negligence or the negligence of the Service Provider's staff, agents, contractors or employees.

4.2 You agree to comply with the **SERVICE PROVIDER's** Code of Conduct as set out in **SCHEDULE 1** of this document.

4.3 The **TENANT** agrees that neither they nor their visitors will smoke inside the main dwelling or near the Common Areas. Failure to abide by this condition that incurs any damage or cleaning due to discolouration that they are responsible for all costs incurred in making good.

4.4 You must not make any alterations or additions to any fittings, furniture or chattels, or place any sign on, or paint the premises, use adhesive material, or drive any nails or screws into or deface any part of the premises without the prior consent of the **SERVICE PROVIDER**.

- 4.5 Where the **TENANT** causes damage to the premises by the removal of any fixture installed by the **TENANT**, the **TENANT** shall notify the **SERVICE PROVIDER** at whose option the **TENANT** will repair or compensate the **SERVICE PROVIDER** for any reasonable expenses incurred by the **SERVICE PROVIDER** in repairing the damage.
- 4.6. You must comply with all rules and by-laws governing the use of the premises and the Common Areas issued by the **SERVICE PROVIDER**, the strata company (if any) and the strata council (if any).
- 4.7. You must not assign, sublet or part with possession of the premises or any part of it or grant any license to occupy the while or any part of the premises.
- 4.8 You shall not use the premises or cause or permit the premises to be used for any illegal purposes or cause or permit a nuisance. The premises shall be used solely for the purposes of a residence.
- 4.9 You must not obstruct or allow any other person to obstruct any part of the Common Areas or heating, cooling, fire or security equipment.
- 4.10 You must not allow any vehicle, boat, trailer or caravan to be parked on the premises in in a place other than that granted to you under this agreement.

#### **NUMBER OF RESIDENTS**

- 5.1 The premises must be occupied by no more than the Maximum Number of Occupants.

#### **REPAIRS**

- 6.1 You agree to keep all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures, and fittings in the same condition as they were in at the commencement of this Agreement and in accordance with the Property Condition Report (fair wear and tear excepted).
- 6.2 You agree to keep all sanitary, electrical, gas and water apparatus, including reticulation fittings, electrical and gas installations, extraction fans/grills and electrical fuses in good working order (fair wear and tear excepted) and to test the residual current devices on a regular basis.
- 6.3 You must not undertake or authorise any repairs without the prior written consent of the **SERVICE PROVIDER** and section 43 of the Act does not apply to this Agreement.
- 6.4 The **SERVICE PROVIDER** may require you to ensure the premises is unoccupied while maintenance work is undertaken, where the safety of the Contractor, or tenants, may be considered to be at risk.
- 6.5 You must indemnify the **SERVICE PROVIDER** for the cost of repairing any damage to the premises during the term of this Agreement, fair wear and tear excepted.

#### **MAINTENANCE OF PREMISES AND DISPOSAL OF RUBBISH**

- 7.1 In accordance with the **Residential Tenancies Act** a Property Condition Report will be provided to you at the commencement of your lease.
- 7.2 You agree to return to the **SERVICE PROVIDER** (noting any variations) a signed copy of the Property Condition Report and Inventory within 7 days after receipt by you. Failure to do so will deem the unsigned Property Condition Report forwarded to you to be the basis (for security bond purposes) as the only evidence of the premises' condition at the time you took possession of the premise.

- 7.3 The Property Condition Report and the Inventory when signed by the parties and returned to the **SERVICE PROVIDER** shall be conclusive evidence of the accuracy of the description of the premises and its contents.
- 7.4 You must maintain the premises in a clean and sanitary condition and free from dirt, oils, greases, insects and vermin. You must replace all broken light globes and fluorescent tubes and ensure they are in good working order.
- 7.5 You shall keep the residential premises in a reasonable state of cleanliness and shall notify the **SERVICE PROVIDER** as soon as practicable but within 3 days of any damage to the residential premises and of any state of disrepair which arises during the term of the tenancy.
- 7.6 Without limiting the effect of clause 8.1, you must:
- a) Maintain the garden area to a standard commensurate with the standard generally applying to residence in the same street;
  - b) Water the lawn, trees and shrubs;
  - c) Mow the lawn; and
  - d) Remove and lawfully dispose of all Rubbish from the premises
- 7.7 A Property Condition Report will be returned to you within 14 days after you vacate the property. You are welcome to attend this final inspection.

#### **PROPERTY DAMAGE AND PERSONAL INJURY**

- 8.1 You must not intentionally, negligently or recklessly cause or allow any other person to cause:
- a) Damage to the premises or adjoining premises; or
  - b) Injury to:
    - i) any employee or agent of the Service Provider: or
    - ii) any person in occupation of or permitted on adjoining premises or Common Areas
- 8.2 Section 50 of the Act applies. Under this section you are vicariously responsible for any act or omission by a person who is authorised on the premises by your express or implied permission.

#### **PEST CONTROL POLICY**

- 9.1 Southern Cross Housing Ltd is responsible for ensuring a property is free of vermin and pests at the time of occupation.
- 9.2 Where any pest or insect infestation has occurred as a result of the tenants actions, then the tenant will be liable for the cost of any pest control treatment required

#### **PETS**

- 10.1 You may keep a Pet subject to our written approval and our Pet Conditions, as prescribed on the Pet Approval Form.
- 10.2 Our approval may be withdrawn if in our opinion the Pet is infringing upon the peaceful enjoyment of other **TENANTS**.
- 10.3 You may not keep any dog listed in the Dog (Restricted Breeds) Regulations 2002 (includes Pit Bull Terriers and cross breeds of Pit Bull Terriers).

- 10.4 You must keep Pets in accordance with local Council By-laws (Shire Regulations). If the Service Provider permits you to keep Pets then you must deposit the with Service Provider a Pet Security Bond. At the end of this agreement, the Pet Security Bond may be applied to the cost of fumigation of the premises and any other purpose permitted under the Act.

## **INSURANCE AND INDEMNITIES**

- 11.1 The **SERVICE PROVIDER** is responsible for insuring the premises.
- 11.2 You are responsible for insuring your own personal property.
- 11.3 You must not do or permit anything to be done which would increase the risk to the **SERVICE PROVIDER** of suffering any loss or damage to person or property in respect of the premises.
- 11.4 You must not do or permit any act, matter or thing by which:
- a) the **SERVICE PROVIDER**'s policy of insurance of the premises may be rendered void or voidable; or
  - b) the rate of premium payable for that insurance is liable to be increased, and you must on demand pay to the **SERVICE PROVIDER** all expenses incurred or extra premiums payable due to any breach of this Agreement.
- 11.5 You agree to indemnify the **SERVICE PROVIDER** for:
- a) any excess amount or additional premium charged on an insurance policy held by the **SERVICE PROVIDER** on the premises or Common Areas in respect of public risk, where such excess amount paid is attributable to conduct by you and any parties for which you are responsible, not considered by the **SERVICE PROVIDER** to be usual in the circumstances; and
  - b) loss sustained by the **SERVICE PROVIDER** or any sum which the **SERVICE PROVIDER** might at any time be liable to pay, as a result of damage to the premises or any furniture or chattels belonging to the **SERVICE PROVIDER** or in relation to any claim made against the **SERVICE PROVIDER**, whether in relation to property damage or personal injury, or any other matter whatsoever, arising from any negligent act or omission on part of you or any visitor.

## **VACATING THE PREMISES**

- 12.1 Upon vacating the Premises, you must return all keys (including duplicates) to the **SERVICE PROVIDER**. If you lose the keys to the premises at any time during this Agreement, You must pay for all costs associated with replacing the keys or gaining access to the premises. If at any time during this Agreement you require an additional set of keys, then the costs associated with an additional set of keys must be paid by you before the additional set of keys will be provided.
- 12.2 At the expiry of your lease you agree to return the premises to the same condition (fair wear and tear excepted) as at commencement of this lease.
- 12.3 You agree to have all the carpets professionally cleaned (at your expense) by a licensed contractor and to supply **SERVICE PROVIDER** with a receipt as evidence that the carpets have been cleaned.
- 12.4 You must remove any Vehicle or part of any Vehicle from the Premises.

## UTILITY CHARGES

- 13.1 You must upon receipt of any utility invoice, pay to that provider the sum owing, as per the providers Terms and Conditions.
- 13.2 At the end of this Agreement, the **SERVICE PROVIDER** may obtain a special reading of the water meter from the Water Corporation. You agree that the cost of the reading will be paid by you.
- 13.3 Where any utility charge is not separately metered, you must pay that proportion of the total utility charge in respect of the complex which is calculated in the following manner:

$$A/B \times TC$$

Where A is the total number of bedrooms in the premises, B is the total number of bedrooms in the complex and TC is the total utility charge in respect of the complex.

## NOTICES

- 14.1 In addition to any other method of giving a notice, a notice or communication given under this Agreement is regarded as being received by you if it is:
- a) sent by post addressed to you:
    - i) at the premises; or
    - ii) at your post office box; or
    - iii) at your last known place of residence, employment or business; or
  - b) hand delivered to you in person.
- 14.2 Any notice, communication or information to be given to the **SERVICE PROVIDER** by you may be delivered on any Working Day to our business address:
- Southern Cross Housing Ltd  
15 Rowe Avenue  
RIVERVALE WA 6103
- Facsimile No: (08) 9282 9999
- 14.3 Items delivered by hand are deemed to have been received at the time of delivery.
- 14.4 Items mailed are deemed to have been received by the expiry of TWO (2) Working Days after the date of mailing.
- 14.5 Items faxed are deemed to have been received upon receipt of a transmission slip confirming delivery.

## INSPECTION OF PREMISES

- 15.1 As per Section 46 of the Residential Tenancy Act the **SERVICE PROVIDER** may enter the premises including, in cases of emergencies, for inspection of the premises, for rent collection and for other purposes as set out in that section.



## HEALTH INFORMATION

You consent to the **SERVICE PROVIDER** collecting and using Your Health Information to enable the **SERVICE PROVIDER** to:

- a) lessen or prevent a serious threat to your safety;
- b) to obtain appropriate medical or health care or support:
- c) to disclose to your nominated guardian, next of kin or health professional

## NO COMPENSATION FOR INTERRUPTION TO SERVICES

If:

- a) any fire alarm, burglar alarm system or any other machinery or gas, water or other services, pipes, drains, sewers, electricity installations, water closets or cisterns in or affecting the premises fail to function from any cause; or
- b) the **SERVICE PROVIDER** by law or otherwise is compelled to shut off or remove from the premises any of the services stated in sub-clause (a),

You are not, as a result of that failure or action, entitled to any right of action or claim for compensation or damages against the **SERVICE PROVIDER**.

## WE ARE NOT LIABLE FOR ACTS IN GOOD FAITH

Except to the extent that any loss is attributable to the Service Provider's own act, neglect or default:

- a) the **SERVICE PROVIDER** is not under any liability for anything done by it or attributable to it due the **SERVICE PROVIDER** acting in good faith in accordance with any proposal or request of yours; and
- b) the **SERVICE PROVIDER** is not responsible for the neglect or default of any third party or any misconduct, mistake, error of judgment or lack of prudence on the part of any professional adviser acting under this clause as the **SERVICE PROVIDER's** adviser.

## SIGN ON OWN BEHALF

You covenant that you are signing this Agreement on your own behalf and other named Tenants, if necessary, on the Agreement under legal authority.

## COMPLAINT RESOLUTION

The **SERVICE PROVIDER** will deal with complaints made by you in the manner set out in **SCHEDULE 2** to this Agreement. Nothing in this Agreement derogates from your right to seek legal advice and to commence proceedings in any court, board or tribunal.

## SEVERANCE

If a provision of this Agreement conflicts with the Act and under the Act that provision of the Act prevails, then the conflicting provision in this agreement is deemed to be amended or deleted, as applicable, to the extent necessary to enable this Agreement to comply with the Act.

## SCHEDULE 1

### Southern Cross Housing Ltd

#### CODE OF CONDUCT

#### VALUES AND BEHAVIOURS

- You will treat any Southern Cross Housing Ltd staff, neighbours and visitors with mutual value, respect and courtesy at all times
- You understand that threats, intimidating behaviour, verbal and sexual abuse, physical violence and other antisocial behaviour are unacceptable, whether to Southern Cross Housing Ltd staff, neighbours or visitors
- You will adhere to any strata by law that relates to communal space and respect other people's rights to use the communal facilities and in a manner that does not interfere with the quiet enjoyment of others
- If you have any concerns or issues to address you will do so in an open and honest way and in a calm and respectful manner

## SCHEDULE 2

### Southern Cross Housing Ltd

#### COMPLAINTS PROCEDURE

All complaints concerning the services provided to the Service Provider's tenants should be brought to the attention of the Property Manager concerned for resolution.

A complaints form must be completed and lodged with the Property Manager.

Within two working days, the Property Manager responds to your complaint or sends a letter of acknowledgement if more time is required.

If the matter is not resolved to your satisfaction, your complaint will be referred to the Senior Property Manager who acknowledges receipt of your complaint and undertakes to respond within five working days.

A progress report will be sent to you if more time is required.

#### **At any point you are free to seek advice from:**

⇒ The Department of Commerce  
Consumer Protection Division  
Telephone: 1300 304 054

OR

⇒ Tenant's Advice Service (Inc.)  
Telephone: 9221 0088

OR

⇒ You may wish to have the dispute referred to the Magistrate's Court in the manner prescribed in Part III, section 12 of the Residential Tenancies Act 1987

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

Signed by the **LESSOR/PROPERTY MANAGER**

\_\_\_\_\_  
(Signature of lessor/property manager)

\_\_\_/\_\_\_/\_\_\_  
Date

\_\_\_\_\_  
(Signature of tenant)

\_\_\_/\_\_\_/\_\_\_  
Date

\_\_\_\_\_  
(Signature of tenant)

\_\_\_/\_\_\_/\_\_\_  
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 Mines, Industry Regulation and Safety on 1300 30 40 54 or [www.commerce.wa.gov.au/Tenancy](http://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.