

Annexure A: Overview and pre-contractual statement

Prior to entering into a Sterling New Life Lease, many investor-tenants were shown an "Overview document" and a "Pre Contractual Disclosure Booklet." To assist the Senate, copies of these documents which were provided by Theta's solicitors to DMIRS on 8 February 2018 is Annexure A.

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OVERVIEW

The company behind Sterling New Life is Sterling First (Aust) Limited ("SFAL")

WHO IS SFAL?

SFAL is a market leader in the provision of affordable housing to Australia's rapidly expanding retirement sector. Through its Sterling New Life product, the company has created an innovative solution for Australian seniors seeking to downsize and pursue financial freedom.

Since its inception 6 years ago as a rent roll aggregator, SFAL has expanded its business lines beyond being a property management aggregator to include a funds management operation (2013), and after more than three years of incubation and development, launched the Sterling New Life product in early 2016. SFAL currently has operations in Western Australia, Victoria and Queensland.

For more information on SFAL visit www.sterlingfirst.com.au.



WHAT IS STERLING NEW LIFE?

Introduction

Sterling New Life is a genuine alternative to traditional downsizing options which results in real cash being freed up for living a more comfortable life in retirement.

In 2013 we started developing what has become Sterling New Life. We wanted to see if there was a better way than the traditional retirement village and leisure village offerings. Our primary aims were:

- 1) Freeing up cash so you can to enjoy life in retirement;
- 2) Eliminate weekly charges; and,
- 3) Eliminate exit fees.

Sterling New Life, a retirement village alternative, is essentially a long term secure residential lease of 20 to 40 years on a property owned by an investor and located in the general community.

As part of Sterling New Life, you are required to be able to prove an ability to meet the tenancy commitments for the life of the Sterling New Life ie 20 or 40 years. There are four different ways to do this, each of which has a different price and profile so you can determine which one suits your needs and situation. Further details of these ways are presented on the next page.

The major breakthroughs presented by the Sterling New Life is:

<ul style="list-style-type: none"> • <i>The upfront cash outlay can be as little as 60% of the full value of the property you choose</i> 	<ul style="list-style-type: none"> • <i>Long term occupancy – up to 40 years</i>
<ul style="list-style-type: none"> • No Weekly Fees 	<ul style="list-style-type: none"> • <i>A maximum of two annual consultations with our property managers to cover off on any maintenance requirements</i>
<ul style="list-style-type: none"> • No Exit Fees 	<ul style="list-style-type: none"> • <i>Pets allowed (subject to any applicable strata rule restrictions)</i>
<ul style="list-style-type: none"> • No Council Rates 	<ul style="list-style-type: none"> • <i>You can terminate the lease at your discretion subject to restrictions</i>
<ul style="list-style-type: none"> • No Stamp Duty 	<ul style="list-style-type: none"> • <i>The homes are owned by property investors (landlords), just like any other rented property</i>
<ul style="list-style-type: none"> • No Refurbishments Costs 	<ul style="list-style-type: none"> • <i>Some properties are owned by trusts managed by SFAL</i>
<ul style="list-style-type: none"> • No Building Insurance Costs 	<ul style="list-style-type: none"> • <i>All of the properties are managed by our affiliate specialist property management company, Rental Management Australia</i>

Process

It is a five stage process to secure a Sterling New Life:

1. Select a property and sign a 14 day non-binding reservation;
2. Complete the property managers questionnaire to enable them to determine your suitability to enter into a Sterling New Life tenancy on that property; and
3. Sign the Offer to Enter into a Sterling New Life;
4. Satisfy any conditions precedents to the entering into the Sterling New Life tenancy agreement, ie sale of your existing house;
5. Enter into the Sterling New Life tenancy agreement and other related documents and move into your new home.

1. Suitable Property

A Sterling New Life Consultant will work with you to select a property from our wide range of available homes, and if we do not have a property to your liking immediately available, they will place your name on our waiting list so that we can contact you as new properties become available.

When you have chosen the property you want to live in, you will sign a **Reservation Form**. The Reservation Form is a simple two page document which allows you to reserve a property for 14 days.

2. Complete the property managers questionnaire to determine suitability

To secure a Sterling New Life tenancy, you must be able to satisfy our affiliated property manager that you will be able to meet the Sterling New Life tenancy commitment for either the 20 or 40 year life of the lease. At this time you will complete a property managers questionnaire and consider the alternatives outlined in the table below. Each way has a different cash outlay depending on its the nature. The alternatives are:

	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Investment	SilverLink Preference Shares	Sterling Income Trust	CBA Bank Deposit	Other Investments
Description	An investment in Preference Shares in SFAL's dedicated investment company SilverLink Investment Company Ltd	An investment in units in the Sterling Income Trust	A bank deposit at Commonwealth Bank.	If other investments can be offered as surety for the rent, the assets will be assessed on a case by case basis. Investment amount will depend on income
Investment Amount (including one off Service Fee) (EXAMPLE based on a property with \$400 per week rent)	\$264,500 <i>Example only – actual investment amount will vary from property to property</i>	\$297,000	\$416,000	\$586,000 <i>(assuming investments with 5%pa yield)</i>
Term	40 years	40 years	20 years	20 years

Investment Agreement	Rent paid by an SFAL subsidiary for life of Sterling New Life	Distributions from Sterling Income Trust pay rent with surplus reinvested to client's account.	Rent drawn from the deposit account	Income from investment to pay rent directly. Charge placed over investment
Once off Service Fee	8.8% of Investment Amount	8.8% of Investment Amount	8.8% of Investment Amount	8.8% of Investment Amount
Entry costs (stamp duty, settlement charges)	Nil	Nil	Nil	Nil
Ongoing weekly costs	Nil	Nil	Nil	Nil
Exit Fee	Nil	Nil	Nil	Nil
Termination	60 days' notice	180 days' notice	180 days' notice	180 days' notice
Funds on termination	Investment Amount less Service Fee (\$241,224)	Investment Amount less Service Fee and first month's rent plus any additional income reinvested.	The balance of funds in the deposit account	Security released on investment following termination
Termination Funds, when paid	Upon a new SNL tenant entering into possession of the premises and making an investment in SilverLink, or if that property is no longer available for an SNL tenancy, then upon an SNL tenant of another property making an investment in SilverLink.	Pursuant to the Withdrawal Facility Terms of the Sterling Income Trust at the time of termination.	Released upon termination.	Released upon termination.
Tax	No taxable income for Tenant, and no capital gains tax	Taxable income will depend on the investment mix in the Sterling Income Trust	The interest income earned on the deposit will be taxable income	Will vary from investment to investment

At this stage you should seek independent financial, legal and taxation advice prior to entering into a Sterling New Life. Each of the above scenarios has different investment and tax consequences that will be affected by your personal situation for which you may need professional advice. Your Sterling New Life Consultant cannot provide you with this advice. They will however provide with all the information to allow you to obtain that advice.

If you are considering taking up Option 4, details must be provided of the investments so they can be assessed to determine the Investment Amount.

At this point you will be provided with a Pre-Contractual Disclosure Booklet and the Investment Documentation.

These include:

Pre-Contractual Disclosure Booklet

- 1) A Reservation Form
- 2) An Offer to Enter into a Sterling New Life
- 3) Option 1, Head Lease Residential Tenancy Agreement and Sub Lease Residential Tenancy Agreement plus Options for further periods
- 4) Options 2 to 4, Residential Tenancy Agreement plus Options for further periods
- 5) Various residential tenancy forms

Investment Documentation

- 1) Investment Service Agreement
- 2) Payment Direction Deed (only for Option 2)

Copies of chosen Options investment material.

At this stage you will also need to:

1. Have your existing house (if you need to sell a property) appraised for sale (Sterling New Life can assist in this process)
2. Make sure you are completely happy with entering into a Sterling New Life after considering all of your needs and consulting your advisors and family.

3. Sign the Offer to Enter into a Sterling New Life

Within 14 days of signing the Reservation Form, having taken the necessary advice and wishing to proceed, you will enter into the Offer to Enter into a Sterling New Life. At this point you will select the Option 1 to 4 and our affiliate property manager will confirm your suitability to be a Sterling New Life tenant allowing us to accept your Offer.

This will also include any conditions, such as the sale of your own home. You can also request modifications to the home, such as adding solar panels etc, which will be at your cost and subject to approval by the Landlord. This agreement secures the property for you whilst you sell your home, or arrange your funds.

4. Satisfy any conditions precedents to the entering into the Sterling New Life tenancy agreement, ie sale of your existing house

Prior to entering into the formal Sterling New Life tenancy agreement, you will need to satisfy any conditions precedent and your new home will need to be ready to be occupied.

5. Enter into the Sterling New Life tenancy agreement and related documentation and move in.

Just prior to moving into your new home, you will sign:

- The Lease – this will be for 5 years and sets out the terms of the tenancy, the rent and the rent review provisions.
- Either 7 lease renewal options for a further 5 years or 3 (depending on the agreed term). These automatically extend the original 5 year lease for further terms of 5 years

each.

- Investment Service Agreement – this is an agreement that sets out the ongoing service that the SFAL group will provide for a once off Service Fee.
- Payment Direction Deed (Option 2 only) – this is an agreement that sets out the “Investment” and determines the rules by which the Investment is dealt.
- Offer Document. Depending on the Investment Option selected, there will be different documents to be executed:
 - **Option 1**, the SilverLink Preference Shares - a Prospectus application form is required to be completed.
 - **Option 2**, the Sterling Income Trust - a Product Disclosure Statement application form is required to be completed.
 - **Option 3**, the CBA Bank deposit - banking documents to be completed.
 - **Option 4** Other Investments, this will be determined based on the investments.

The Landlords

The homes are owned by property investors (“landlords”), just like any other rented property. Sterling New Life is a compelling story for landlords as:

- They have long term tenants (lease is for 20 or 40 years, but average life of 8 to 10 years)
- The residents are generally mature aged and treat the property as their own
- In respect of residents who have selected Option 1, the landlord will have a head lease directly with an SFAL subsidiary guaranteed by SFAL, giving security of income stream.
- For each of the other options, the residents have investments to secure rental payments for the life of the lease
- 2% fixed annual increases with review to market in year 8
- In respect of Option 2 to 4, the Tenant must give 180 days’ notice to terminate the lease early
- Minimal vacancy

If the Landlord wishes to sell the property, there are agreements in place that require the lease and property management to transfer with ownership, so there can be no disruption to your quiet enjoyment of the property.

FREQUENTLY ASKED QUESTIONS

Selling my existing home

SFAL subsidiary, Sterling First Projects Pty Ltd is a real estate agent and can assist in arranging the sale of your home so that you are ready to move into your new home at the right time.

Who owns the house that I will live in?

The property will be owned by an investor. Each property is managed by Rental Management Australia, an affiliate of the SFAL group, for the life of the Sterling New Life. Under an agreement SFAL has with the Landlord, the Landlord cannot change the property manager whilst the Sterling New Life is in place. If the Landlord sells the property, the Sterling New Life and the Managing Agent's Agreement are assigned to the new owner.

A change in ownership will have NO effect on the Sterling New Life arrangements. SFAL also has a first right of refusal to buy the property from the owner, to provide security of tenure for the Sterling New Life resident.

What happens if the property is repossessed?

If the property is ever repossessed by a lender this may have an impact on your tenancy. SFAL has put in place various safeguards to protect a tenants position and we will work with the lender to find a suitable buyer and transfer the Sterling New Life tenancy to the new owner. In the case of possession by a mortgagee however, their co-operation cannot be guaranteed. In those cases where the lender is intractable, SFAL will work to relocate you with as little disruption as possible.

Is it possible my rent could go into arrears?

Investment Option 1 – No, your obligation under the sub-lease is limited to an initial payment of \$1.00.

Investment Option 2 – the rent is paid from distributions on an investment in the Sterling Income Trust. If the distributions should be less than the rent due, then SFAL is required to pay a rental shortfall. SFAL can recoup this payment from future distributions on your investment when you vacate the property. If the amount due to SFAL for rent paid is greater than the Investment Amount, SFAL can only take the Investment Amount, you cannot be asked to pay more than your original investment. With this Option, at no time after the initial investment can you be asked to make any further cash contribution

Investment Option 3 – the rent is paid from a CBA Bank Deposit account. If for some reason the account has been fully depleted whilst you still occupy the property, rent on the property will be required to be paid by you.

Investment Option 4 – if the investment return on the assets you have put forward for your Sterling New Life tenancy has declined and is no longer sufficient to meet your rental commitments, you will be required to pay any shortfall.

What are the risks of investing my Investment Amount?

Details of the risks associated with a particular Investment Options are set out in detail in the relevant Offer Documents.

What ongoing property expenses will I have?

There is minimal out of pocket outlay required from you for property maintenance expenses. The landlord pays for all rates, land tax, property insurance, repairs and most ongoing maintenance.

You will of course still be responsible for maintaining the lawns and garden and for the payment of water usage.

What ongoing rent payments will I have?

This depends on the investment Option you have selected.

Option 1 (SilverLink Preference Shares) - There is NO out of pocket outlay required from you to pay for rent. An SFAL subsidiary takes out a head lease on the property and is required to pay the rent due on the property. You enter into a sub-lease on the property with the SFAL subsidiary under which you are required to make one payment of \$1 only for the duration of the lease.

Option 2 (Sterling Income Trust) - There is NO out of pocket outlay required from you to pay for rent. Distributions from the Sterling Income Trust are paid to SFAL on your behalf. These funds are used to pay your rent. Surplus income is then re-invested into your Sterling Income Trust account. If for some reason there is a rent shortfall, SFAL must pay the shortfall, although this shortfall can then be recouped from future distributions or from your capital when you vacate the property.

Under Options 1 and 2 - The landlord cannot unreasonably evict a Sterling New Life resident, and at no time will a Sterling New Life resident be asked to make a cash contribution to pay any rent shortfall.

Option 3 (CBA Bank Deposit) – the rent due under the Sterling New Life will be drawn directly from this account. You will not be able to access funds in this account during the term of the Sterling New Life.

Option 4 (Other Investments) – the structure of the rental payment will have to be determined based on the nature of the investments.

Will my old age pension be affected by taking out a Sterling New Life?

It is possible that your old age pension may be affected by your Investment Option choice. We strongly recommend you consult a licensed financial adviser to discuss this prior to entering into a Sterling New Life. If you do not have a financial advisor, we have a number of advisors we can recommend who are familiar with Sterling New Life.

How is my investment income taxed?

The different Investment Options have varying tax treatments. Depending on your individual tax situation one Investment Option may be more favorable than another. We highly recommend that you seek financial advice prior to entering into a Sterling New Life so you can select the appropriate Investment Option for you based on your individual situation.

What sort of reporting do I receive?

Depending on the Investment Option you have selected, you will be issued with reports of that class of investment. This may include half year and annual financial statements, annual taxation statements, bank statements and holding statements.

What are the main benefits of the Sterling New Life compared to retirement villages?

You do not have any ongoing out of pocket outlays for rent, common facility charges and only minimal property maintenance expenses. When you end your Sterling New Life, you do not have any reselling fees or exit fees such as deferred management fees.

What is the term of the lease?

The term of the Sterling New Life is for 20 years or 40 years made up of an initial 5 years lease with either 3 options of 5 years each or 7 options 5 year each. The lease can be extended on the same terms and conditions, with no further Service Fee. The Sterling New Life is intended to be for as long as the Sterling New Life resident wishes to occupy the residence.

Properties can be vacated earlier than the conclusion of the lease with the required notice periods depending on the Investment Option selected: Option 1, 60 days' notice, Options 2 to 4, 180 days' notice.

If a Sterling New Life resident passes away, the 60 or 180 days' notice period will commence from when the Estate's Trustees give notice and applies to redeem the Investment Amount.

In respect of Investment Options 2 to 4, Rent will continue until either; a new tenant occupies the premises, or 180 days, whichever is the sooner.

Are there any other expenses at the end of the lease?

NO – there are NO Exit Fees

NO – there are NO Refurbishment Costs

If there are any property damages, repairs or other amounts that are traditionally paid from bond retention, this will be deducted from the redemption amount of the Resident's Investment when the Sterling New Life has been terminated.

Who is the property manager?

Rental Management Australia (www.rmaproperty.com.au), an affiliate of SFAL, has been engaged to handle all property management matters.

How often do property inspections happen?

Property inspections will be limited to a maximum of two per annum.

Am I allowed to have pets?

You are allowed to have pets in your Sterling New Life home subject to any restrictions in the Strata By-Laws on a specific property.

The above summary sets out some key provisions in an abbreviated form only. For full details you should refer to a copy of the Sterling New Life Agreement and the Pre-Contractual Disclosure Booklet, which is provided before you enter into a commitment to purchase. The information in this summary is believed to be correct at the time of printing and is subject to change without notice.



19 Lyall Street South Perth WA 6151

PO Box 478 South Perth WA 6951

Phone: 1300 665 890, (08) 6102 7265 Fax: (08) 6315 2690 Email: info@sterlingfirst.com.au Visit our website www.sterlingnewlife.com.au

Pre Contractual Disclosure Booklet



Free up cash and have more to spend in retirement





Sterling First Projects Pty Ltd ACN 162 801 425
 Licensed Real Estate Agent WA RA68744
 Trading as Sterling New Life
 Level 1, 19 Lyall Street South Perth WA 6151
 PO Box 478 South Perth WA 6951
 T: 1300 665 890 F: 08 9523 5811
 offer@sterlingnewlife.com.au

Welcome and thank you for your interest

We are very pleased that you are considering a new home with Sterling New Life.

This disclosure booklet has been prepared to provide you with the full information on entering into a Sterling New Life agreement, including:

1. Reservation form,
2. Legal agreements
3. Property information

We are confident that you will be very satisfied with the independent living solutions provided by Sterling New Life.

If you have any queries about anything in this booklet, or any other matters, please contact your sales consultant.

Thank you for your interest and we look forward to providing you with a smooth transition into your new home.

Yours sincerely,



Ray Jones
 Founder



Sterling New Life
Pre Contractual Disclosure Booklet
Contents and Acknowledgement of Receipt of Documents

Section 1 Reservation Form

Section 2 Offer to enter into a Sterling New Life
 Attachment 1 - Lot Layout and Floor Plan
 Attachment 2 - Specifications

Section 3 Lease - Option 1.
 Head Lease - Residential Tenancy Agreement Parts A, B and C
 Sub Lease - Residential Tenancy Agreement Parts A, B and C

 Lease - Options 2 - 4
 Residential Tenancy Agreement Parts A, B and C

 Lease - Attachments

 Part D – Special Conditions
 Annexure 1 - Rent Payment Option Form
 Annexure 2 - Lot Layout and Floor Plan
 Annexure 3 – Specifications
 Annexure 4 – Option to Renew Lease

Section 5 Forms

1. Property condition report
2. Notice of termination of agreement
3. Privacy statement
4. Management statement
5. Utilities conditions

Address: _____

Names: _____

I/we acknowledge that we have been given the opportunity to take a copy of this pre contractual disclosure booklet away and obtain independent advice.

 Prospective Tenant _____ / _____ / 20

 Dated

 Witness _____ / _____ / 20

 Dated

Section 1



Sterling First Projects Pty Ltd ACN 162 801425
 Licensed Real Estate Agent WA RA68744
 Trading as Sterling New Life
 19 Lyall Street, South Perth WA 6151
 PO Box 478 South Perth WA 6951
 T: 1300 665 890 F: 08 6315 2690
 offer@sterlingfirst.com.au

Sterling New Life - Reservation Form

1. I/we the undersigned applicant(s) request that the Sterling New Life residence described below (**Residential Premises**) be reserved for a period of ____ days, the period being ____/____/20____ to ____/____/20____ (**Reservation Period**) so that it is not available for leasing to anyone else during the Reservation Period or until termination of the reservation.
2. I/we agree that the reservation of the Residential Premises will lapse on the expiry of the Reservation Period or earlier if I/we give to the Lessor's agent written notice of my/our desire to terminate this reservation.
3. **The Lessor undertakes that:**
 - a. by signing this Reservation Form, the Lessor will not make the Residential Premises available for leasing to any other person or persons until the Reservation Period ends or is otherwise terminated as stated above;

Reservation Particulars

Reserving applicants (Full Name):

Applicant's address: - - - - -

Phone: (home) - - - - - (mobile) - - - - - (work) - - - - -

Email: -

Reserved Residential Premises - - - - - - - - - - - - - - - - -

Sterling New life Outlay Range: \$ - - - - - to \$ - - - - -

Dated the - - - - - **Of** - - - - - **20-** -

Applicant's signature /s

Office Use Only:

Confirmed by the Lessor's agent

Name: Sterling First Projects Pty Ltd trading as Sterling New Life

Signed: - - - - -

Date: ___/___/___

Section 2



Offer to enter into a Sterling New Life



(Residential Premises)

(Lessor)

(Resident)

Sterling First Projects Pty Ltd

(Manager)

**Offer to enter into a
Sterling New Life**



19 Lyall Street
South Perth WA 6151
T: 1300 665 890



Offer to enter into a Sterling New Life

Offer to enter into a Sterling New Life

Date: ___ / ___ / ___

Residential Premises

Address: _____

Lessor

Full name: _____

Lessor / Agent address: c/- Rental Management Australia Pty Ltd
23, 397 Warnbro sound Avenue, Port Kennedy WA 6172

and

Resident Full name:

Resident address: _____

and

Manager

Sterling First Projects Pty Ltd ACN 162 801 425
of 19 Lyall Street, South Perth WA 6151

1. Main commercial terms

1.1 Residential Premises

that for the purpose of identification only is outlined on the plan in Attachment 1.

1.2 Sterling New Life Residents Outlay

\$ _____

being the Residents Outlay for the purpose of the Sterling New Life.



Offer to enter into a Sterling New Life

1.3 **Sterling New Life Rent**

Rent payable on behalf of the Resident out of the monthly distributions derived from the Investment Amount component of the Residents outlay.

1.4 **Date of Estimated Commencement of Sterling New Life**

____ / ____ / 20 ____

1.5 **Residents Property (to be completed if the Sterling New Life is subject to sale of this property)**

(a) Address:

(b) Period for a contract to be entered into for the sale of the Residents property: By no later than ____ / ____ / 20 ____

(c) Period from acceptance for a contract for the sale of the Residents property to become unconditional: ____ days

(d) Period for settlement of the contract for the sale of the Residents Property to occur:

(i) **If the Residential Premises are a new residence under construction:** no later than the date of completion of construction, provided that such date is no later than the "Latest date for completion of construction" referred to in clause a); and

(ii) **If the Residential Premises are an existing residence:** by ____ / ____ / 20 ____

2. Resident offers to take lease of the Residential Premises

(a) The Resident offers to take a 5 year lease, with 7 options of a further 5 years each, totalling 40 years, of the Residential Premises on the terms of the Residential Tenancy Agreement and the Payment Direction Deed (collectively known as the **Sterling New Life**) provided to the Resident.

(b) Subject to clause 6(d), the term of the Sterling New Life will commence on the later of:



- (i) the Date of Commencement of Sterling New Life stated in clause 1.4, but if no date is so stated, 14 days after the date the Lessor accepts this offer; and
- (ii) the date when this contract formed upon the acceptance of this offer (**this contract**) ceases to be subject to a condition the non fulfilment of which terminates or gives either party the right to terminate this contract.
- (c) The Resident authorises the Manager to complete the Residential Tenancy Agreement with the "Date of Commencement of Sterling New Life" as determined under this clause.

3. Contract conditional on Resident selling property

3.1 Condition for sale of Residents property

- (a) If details of the Residents property are completed in clause 1.5, this contract is conditional on the Resident entering into a contract for the sale of that property within the period specified in clause 1.5(b) and settlement of that sale being effected in accordance with that contract for sale within the period specified in clause 1.5(d).
- (b) The condition in clause 3.1(a) is a Contract Condition for the purpose of clause 4.

3.2 Manager may give notice to the Resident to make contract unconditional

- (a) If clause 3.1 applies, the Manager may give to the Resident a notice that the Lessor intends to accept another offer to lease the Residential Premises.
- (b) Subject to clause 0, the Manager may only give a notice under clause 3.2(a) after the expiry of 30 days from the date the Resident signs this offer.

If the Residential Premises are a new residence and this contract is conditional on the Lessor completing construction of the Residential Premises, the Manager may only give a notice under clause 3.2(a) within a period of 60 days prior to the estimated date for completion of construction of the Residential Premises, as certified by the project manager for the construction of the Residential Premises.

- (c) If the Manager gives a notice under clause 3.2(a), then the Resident may give to the Lessor a notice that this contract is



no longer subject to a condition for the benefit of the Resident.

- (d) If the Resident does not give a notice under clause 3.2(c) within 2 Business Days after the Resident receives the Manager's notice under clause 3.2(a), this contract will end without any further notice being required and, upon this contract ending, the Manager must refund any deposit paid to the Resident.

4. Conditions to performance of main obligations

4.1 Definitions

In this clause 4:

Contract Condition means each condition specified in this contract as being a 'condition precedent' or a 'Contract Condition'.

Latest Date means, in relation to a Contract Condition (where applicable), the date specified in this contract as the latest date for satisfaction of that Contract Condition.

4.2 Parties' obligations concerning Contract Conditions

A party required to seek satisfaction of a Contract Condition or taking the benefit of a Contract Condition must:

- (a) use its best endeavours to satisfy that Contract Condition;
- (b) upon request, give to each other party copies of documents and other information to enable each other party to satisfy itself that the party has complied with its obligations under this clause 4.2; and.
- (c) give notice to each other party when that Contract Condition is satisfied or otherwise.

4.3 Parties main obligations may be discharged if Contract Condition not satisfied

If a Contract Condition:

- (a) is not satisfied before the Latest Date; or
- (b) is satisfied but on conditions that are not acceptable to each party benefiting from that Contract Condition,



and each party benefiting from that Contract Condition has not waived benefit, then:

- (c) the person taking the benefit of that Contract Condition may terminate this contract by giving written notice to each other party; and
- (d) upon a notice being given under clause 4.3(c):
 - (i) this contract ends but without affecting a party's powers in relation to a breach of another party's obligation that has already occurred; and
 - (ii) each party must refund any money received by that party from another party after deducting any money owing by that other party.

5. Terms of Residential Tenancy Agreement

- (a) The parties agree that the Sterling New Life to be entered into pursuant to this contract will be in, or substantially in, the terms of the Sterling New Life previously provided to the Resident, completed with the necessary details as provided in this contract.
- (b) The Resident must sign the Sterling New Life and return the Sterling New Life to the Lessor within fourteen (14) days of the date upon which the Sterling New Life is provided to the Resident.
- (c) The Sterling New Life will be entered into upon the Lessor signing it.
- (d) Undefined terms used in this contract and defined in the Sterling New Life have the same meaning in this contract, unless the context otherwise requires.

6. Provision for new residences

- a) This clause 6 applies if the Residential Premises are a new residence and are not available for occupation by the date of commencement of the term of the Sterling New Life described in clause 2(b), this contract may be terminated by either party by written notice to the other only if the Lessor has not completed construction of the Residential Premises:
- b) **Latest date for completion of construction:** ____ / ____ / 20____

- (c) If the Lessor has not completed construction of the Residential Premises substantially in accordance with the plans and specifications shown to the Resident by the date specified in clause a), then:
 - (i) either the Lessor or the Resident may give written notice to the other terminating this contract;
 - (ii) a notice referred to in clause 6(c)(i) must be given within 180 days after the date specified in clause a); and
 - (iii) upon a notice being given under clauses 6(c)(i) and 6(c)(ii):
 - (A) this contract ends but without affecting a party's powers in relation to a breach of another party's obligation that has already occurred; and
 - (B) subject to clause 7(c) , the Lessor must refund any money received by the Lessor from the Resident after deducting any money owing by the Resident
- (d) If a notice of termination has not been given under clauses 6(c)(i) and 6(c)(ii), the Sterling New Life will commence 7 days after the Lessor gives notice to the Resident that the Residential Premises are available for occupation.

7. Variations to new residence requested by the Resident

The Resident may request variations to finishes and fittings on the following conditions:

- (a) Whether or not the Lessor accepts a request is entirely at the Lessor's discretion.
- (b) The Resident must pay to the Lessor the estimated amount for each variation in advance within 7 days after the Lessor gives notice of the estimated amount.
- (c) The payment of the estimated amount for the variation is on a non refundable basis and will be available for the immediate use and benefit of the Lessor.
- (d) Details of each requested variation, and the estimated amount for each variation will be set out in a Variation Form provided by the Lessor to the Resident that the Resident must sign before the variation is implemented.



- (e) If the estimated amount for the variation is insufficient to complete the variation(s), the Resident must pay to the Lessor any additional amount required to complete the variation(s) in advance within 7 days after the Lessor gives notice of the additional amount.
- (f) The Lessor must ensure that all variations are carried out:
 - (i) with all proper care, skill and diligence;
 - (ii) in compliance with all applicable laws and regulations and the requirements of all relevant local or public authorities;
 - (iii) in a proper and workmanlike manner; and
 - (iv) using materials which are in good condition and suitable for the purpose for which they are intended.
- (g) The parties agree that they will attempt to resolve any dispute between them in connection with the variation(s) by negotiation first, and if a negotiated resolution is not achieved within 28 days after either party gives the other party a written notice of a dispute, then such a dispute is to be referred to an independent arbitrator.

8. Resident to pay Resident outlay

The Resident must pay the Resident Outlay in accordance with the Sterling New Life on or before the Date of Commencement of Sterling New Life specified in clause 1.4.

9. Plans and Specifications of the Residential Premises

The house plans and specifications, which form part of this contract and the Sterling New Life, are comprised in the following attachments:

- (a) Attachment 1 – Lot Layout and Floor Plan of the Residential Premises (showing the typical floor plan of the Residential Premises).
- (b) Attachment 2 - Specifications of the Residential Premises.



10. Resident improvements

Upon request by the Lessor, the Resident will pay the Lessor an amount that is in addition to the Investment Amount, for the cost of the Lessor undertaking the following improvements to the Residential Premises which the Resident has requested be made, and which will become part of the Residential Premises:



11. Special terms of this contract

The following special terms form part of this contract and will prevail over any inconsistent provision of this contract but only to the extent of that inconsistency.

I/We acknowledge that I/we have been given the opportunity to take independent legal and financial advice on this agreement and the risks associated with entering into it.



Offer to enter into a Sterling New Life

Lessor execution

Executed by

in accordance with section 127 of
the *Corporations Act 2001* (Cth)
by:

Signature of Director

Signature of Director / Company Secretary

Full name (print)

Full name (print)

Signed, sealed and delivered by
the **Lessor / Agent** in the
presence of:

Signature of witness

Signature of Lessor / Agent

Full name of witness (print)

Address of witness (print)

Manager execution

Executed by Sterling First Projects Pty Ltd
ACN 162 801 425 in accordance with section 127
Of the corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director / Company Secretary

Full Name (print)

Full Name (print)



Offer to enter into a Sterling New Life

Resident execution

Signed, sealed and delivered by
the Resident in the presence of:

Signature of witness

Signature of Resident

Full name of witness (print)

Address of witness (print)

Signed, sealed and delivered by
the Resident in the presence of:

Signature of witness

Signature of Resident

Full name of witness (print)

Address of witness (print)



Offer to enter into a Sterling New Life

Attachment 1 – Lot Layout and Floor Plan of the Residential Premises

[Address]

I/we agree to the attached lot layout and floorplan

Resident _____ / _____ / 20 _____
Dated

Resident _____ / _____ / 20 _____
Dated

Authorised Representative of Lessor _____ / _____ / 20 _____
Dated



Offer to enter into a Sterling New Life

Attachment 2 – Specifications of the Residential Premises

[Address]

I/we agree to the attached general schedule of finishes

Resident _____ / _____ / 20 ____
Dated

Resident _____ / _____ / 20 ____
Dated

Authorised Representative of Lessor _____ / _____ / 20 ____
Dated

Section 3

Option 1

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FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART A

This agreement is made between

Lessor 1 [Insert name of lessor(s) and contact details]		Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name		
Family name		
Lessor 2 [Insert name of lessor(s) and contact details]		Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name		
Family name		
Lessor 3 [Insert name of lessor(s) and contact details]		Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name		
Family name		

and

Tenant 1 [Insert name of tenant(s) and contact details]		Is this tenant an organisation? <input checked="" type="checkbox"/> Yes
Given name(s) or Organisation Name	Sterling Corporate Services Pty Ltd A.C.N.: 158 361 507	
Family name	19 Lyall Street, SOUTH PERTH WA 6151	
Mobile	0419 830 811	
Email	ryan.jones@sterlingfirst.com.au	
Tenant 2 [Insert name of tenant(s) and contact details]		Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name		
Family name		
Mobile		
Email		
Tenant 3 [Insert name of tenant(s) and contact details]		Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name		
Family name		
Mobile		
Email		
Tenant 4 [Insert name of tenant(s) and contact details]		Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name		
Family name		
Mobile		
Email		

Lessor's property manager [Insert name of lessor's property manager (if any) and contact details]		
Trading Name	Rental Management Australia	
Address	23-24/397 Warnbro Sound Avenue, PORT KENNEDY, WA, 6172	
Telephone	08 9523 5800	Facsimile 08 9523 5811
Email	portkennedy@rmaproperty.com.au	

TERM OF AGREEMENT [*delete as appropriate]		
* [REDACTED]		insert date
*This residential tenancy agreement is fixed starting on		insert date
		Date: [] / [] / []
and ending on		insert date
		Date: [] / [] / []
<p><i>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.</i></p>		

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 1 Email: Yes /No Facsimile: Yes /No

Lessor 2 Email: Yes /No Facsimile: Yes /No

Lessor 3 Email: Yes /No Facsimile: Yes /No

[Insert email or facsimile if different from contact details above]

Tenant 1 Sterling Corporate Services Pty Ltd A.C. 19 Lyall Street, SOUTH PERTH WA 6151

Tenant 2 Email: Yes /No Facsimile: Yes /No

Tenant 3 Email: Yes /No Facsimile: Yes /No

Tenant 4 Email: Yes /No Facsimile: Yes /No

[Insert email or facsimile if different from contact details above]

Lessor's property manager Email: Yes /No Facsimile: Yes /No

[Insert email or facsimile if different from contact details above]

RESIDENTIAL PREMISES

The residential premises are [Insert address]

Address 1			
-----------	--	--	--

Address 2			
-----------	--	--	--

Suburb		State	Postcode
--------	--	-------	----------

Postal Address [If different from above]

PO Box	Town/City		Postcode
--------	-----------	--	----------

Address 1			
-----------	--	--	--

Address 2			
-----------	--	--	--

and

The residential premises include/exclude* [(*delete as appropriate) Include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds]

NOT APPLICABLE

MAXIMUM NUMBER OF OCCUPANTS

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

RENT

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

The method by which the rent must be paid: [strikeout where applicable]

- (a) by cash or cheque, or
- (b) into the following account, or any other account nominated by the lessor.

BSB number:	account number:
-------------	-----------------

account name:	payment reference:
---------------	--------------------

or

(c) as follows:

BPay
Billercode: 4481
Reference:

SECURITY BOND

A security bond of	[insert amount] \$ 0.00	and a pet bond of	[insert amount] \$ 0.00
--------------------	----------------------------	-------------------	----------------------------

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

See Part C - 2.4

[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] 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:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Gas:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Water:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Other:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
(please specify):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A

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:	N/A [insert method of calculation]
Gas:	N/A [insert method of calculation]
Water:	N/A [insert method of calculation]
Other:	(please specify) N/A [insert method of calculation]

STRATA BY-LAWS

Strata by-laws ~~ARE~~ ARE NOT* [*delete as appropriate] applicable to the residential premises
A copy of the by-laws are attached: Yes No

PETS

The pets listed below can be kept at the premises:

* See the copy of the strata by-laws & or management statement applicable to the residential premises.

** See Form 4 - Management Statement (Multi Key Properties).

*** See Part C - Page 14 - ANIMALS AND PETS

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 to be 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.

RESIDENTIAL TENANCY AGREEMENT 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 to an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify –
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify –
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

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

USE OF THE PREMISES BY TENANT

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

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

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

URGENT REPAIRS

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs. Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
 - 23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
 - 23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
 - 23.3 if, within 24 hours (in the case of repairs to 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; or
 - 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 8.00am and 6.00pm on a weekday; or
 - 26.2 between 9.00am and 5.00pm 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 a lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other agent 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 defined 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 nearly 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 Mines, Industry Regulation and Safety on 1300 30 40 54 or visit www.dmirswa.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 MINES, INDUSTRY REGULATION AND SAFETY

- 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 Mines, Industry Regulation and Safety 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 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

- 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.

RESIDENTIAL TENANCY AGREEMENT 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:

1. REQUIREMENTS FOR EXISTENCE OF LEASE

1.1. The parties agree that there will be no binding agreement to lease the Premises and no residential tenancy agreement will have come into existence, under the *Residential Tenancies Act, 1987* (Act) or otherwise, unless and until the following pre-requisites have been met:

- (a) By no later than 4.00 pm on **INPUT - lease commencement date**, or such later time as agreed to by the lessor's property manager:
*[*strike out whatever subparagraphs do not apply]*
 - (i)* this residential tenancy agreement is signed by the tenant(s) and returned by the tenant to the lessor's property manager at the physical address or email address appearing in this lease;
 - (ii)* ~~any security bond and any pet bond required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on the signing of the residential tenancy agreement are paid to the lessor's property manager, and~~
 - (iii)* ~~any first payment of rent required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on or before the signing of the residential tenancy agreement is paid in accordance with Part A,~~
 and
- (b) The residential tenancy agreement is signed by the lessor or the property manager (PROVIDED THAT if the tenant has been granted an option to enter the lease and paid an option fee, there shall be no need for the agreement to be signed by the lessor or property manager in order for a binding agreement to exist and this pre-requisite (b) shall not apply).

Note: Under the Residential Tenancy Act 1987 agreement to lease do not have to be in writing and may be entered verbally or by conduct. This clause 1 does not purport to remove the right of the parties to reach non-written agreements. However, if the parties wish to enter into an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.

2. THE TENANT'S OBLIGATIONS

Rent

- 2.1. The tenant agrees to pay the Rent punctually pursuant to the provisions of Part A, on the dates for payment, without any deductions or legal or equitable set-offs.
- 2.2. The tenant must not fail or refuse to pay any rent due under this lease with the intention that the amount of the rent may be recovered by the lessor from the security bond. (This is an offence against Section 52 of the Act and is subject to a maximum penalty of \$5,000.00).

Renegotiated Fixed Term Lease (section 31B of the Act) [Delete if inapplicable - to be used when a new lease is entered into (the **new agreement**) that has been the subject of a previous fixed term lease between the same parties in relation to the same premises (the **former agreement**)].

- 2.3. Rental under this lease will be the amount stipulated under the heading "Rent" in Part A of this lease.
[However, in order to comply with section 31B of the Act and to provide 30 days' notice of the increase in the rental previously paid under the former agreement, until [insert date] [insert date]
(being the first 30 days of the term of this new agreement), the tenant is only required to pay rental of \$ [insert amount] per week [insert the amount that is the equivalent of the rental paid under the former agreement].

Rent Reviews

- 2.4. If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review]
N/A months using the following Method of Rent Review [insert method A, B, C, or D as defined below].

If this lease is a fixed term tenancy agreement, then the rent will be increased on the following dates in the following manner:

The Parties agree that on the relevant rent review date(s) referred to below the rent per week during the term of this fixed term lease will be increased by the method referred to below.

Note: Any increase in rent must be no sooner than 6 months after the commencement date of this tenancy and the date of the last increase. The lessor must give to the tenant at least 60 days' notice of the increase.

The reviewed rental cannot be less than the rental payable in the immediately preceding period.

Method of Rent Review	C & D	Review Date	Annually - 1st Year after lease start date
Method of Rent Review	C & D	Review Date	Annually - 2nd Year after lease start date
Method of Rent Review	C & D	Review Date	Annually - 3rd Year after lease start date
Method of Rent Review	C & D	Review Date	Annually - 4th Year after lease start date

Insert **A, B, C or D** for the Method of Rent Review.

A. fixed increase of **\$ N/A** per week
 B. Consumer Price Index (Perth All Groups) ("CPI")
 C. **2.0** % increase of the rent payable on the day immediately prior to the Review Date
 D. Other Method: **See Part C - Page 14 - Market Rent Review**

For the purposes of this rent review clause, the following terms have the following meanings:

CPI means the rent will be determined in accordance with the following formula:

$$\text{CPI Rent} = R \times (C/P)$$

Where R = the Rent payable immediately prior to the relevant Rent Review Date

C = the Current CPI (for the most recent quarter prior to the Rent Review Date with respect to which the CPI has been published)

P = the Previous CPI (for the quarter immediately before the last Rent Review Date or, if there has been no previous rent review, the date of the commencement of the tenancy).

Percentage Increase means the reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

Other Method means the Rent applicable immediately before the rent review date will be increased by that method on that rent review date.

2.5. If this tenancy agreement is for a fixed term and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent upon expiry of the fixed term will be, for the first 30 days after the commencement of the periodic tenancy, the same rent that was payable at the end of the fixed term and, after that 30 day period, a sum being

\$ N/A *[or insert a method of calculating the rent] (Increased Rent).*

PROVIDED THAT, in order for the Increased Rent to apply, the lessor must give the tenant at least 60 days' notice of the Increased Rent and the commencement date for the Increased Rent must be no sooner than 6 months after the last rent increase.

Pets 2.6. The tenant must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the Lessor.

2.7. The tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002-Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the Lessor.

Pet Security Bond 2.8. If the lessor permits the tenant to keep pets at the premises as specified in Part A, or as agreed in writing after the commencement of the residential tenancy agreement, and if any of those pets are capable of carrying parasites that can affect humans, then the tenant shall deposit with the property manager a Pet Security Bond of the amount referred to in Part A. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the premises. In this clause, the term "pet" does not include a guide dog as defined in section 3(1) of the *Dog Act, 1976*).

Smoking 2.9. Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.

Services 2.10. The tenant must notify the electricity and gas utilities (if applicable) of the tenant's occupation of the premises.

Telephone 2.11. The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his or her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and/or attach cabling, telephone lines and/or communications lines to the premises provided no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with that installation, attachment and/or removal.

If at the end of the residential tenancy the lessor requests the cabling and/or communications lines to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and/or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor's consent, those items become the property of the lessor.

Strata Company 2.12. The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council.

Tenant to Keep Premises Clean 2.13. In accordance with the tenant's obligation to keep the premises in a reasonable state of cleanliness pursuant to section 38(1)(a) of the Act, the tenant must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.

2.14. The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.

Chattels 2.15. Except for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached Inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).

Smoke Alarms and RCDs 2.16. The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of that fact. Note: Nothing in this clause lessens the obligations upon lessors in relation to smoke alarms under the Building Regulations 2012 and/or in relation to residual current devices under the Electricity Regulations, 1947.

Light Globes 2.17. The tenant agrees to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), ensure all light globes and fluorescent light tubes are kept in good working order.

Gardens 2.18. The tenant must attend to the garden, lawns, lawn edges, hedges, shrubs and trees so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish, to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs.

Swimming Pool Spa 2.19. If the premises includes a swimming pool or spa, the tenant must keep the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements relating to pools and/or spas during the period of this lease. The tenant must not drain the pool without the lessor's written consent.

If a tenant becomes aware of any matters that may render any swimming pool or spa on the premises unsafe, the tenant must report those matters to the lessor as soon as practicable. Further, tenants should note that they are entitled to notify local governments about matters relating to the safety of swimming pools or spas.

Damage and Disrepair 2.20. The parties' rights and obligations with respect to urgent repairs are set out in section 43 of the Act and clauses 22 and 23 of Part B of the Residential Tenancy Agreement. Obligations upon the tenant to advise the lessor or property manager as soon as practicable if any damage occurs to the premises are set out in section 38 of the Act and clause 18.5 of the Residential Tenancy Agreement. The tenant agrees to make all reasonable efforts to report to the Lessor all damage and any state of disrepair to the premises, as soon as practical after the same occurs. Failure to do so will render the tenant liable for all costs and/or losses incurred by the lessor as a result of such failure to report (examples of the types of incidents that might give rise to a need to make a report as soon as practical include, but are not limited to, a broken window, a kitchen cupboard door falling off, a cracked shower screen or a burst water pipe on the leased premises or a machine, such as a pool pump, that forms part of the leased premises, being in need of repair). The tenant may be liable to pay the lessor damages if the lessor suffers loss as a consequence of the tenant failing or delaying to make a report.

2.21. The tenant must pay for any damages caused by the tenant's breach of the residential tenancy agreement including, but not limited to, the cost of repairing any damage that is caused by, or is attributable to, an act or omission by the tenant or anyone who is lawfully at the premises, contrary to clause 18 and/or 19 of Part B.

Excess on Insurance 2.22. 2.22.1 If the lessor elects to claim on the lessor's insurance for any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim.

2.22.2 The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.

2.22.3 This clause does not limit the liability of the tenant for acts of negligence, other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the lessor.

Alterations to the Premises 2.23. Notwithstanding which election is selected with respect to the right of the tenant to affix and remove fixtures in Part A, the tenant must not place any sign on, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

Objectionable Behaviour	2.24. The tenant must not interfere with or cause or permit interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the premises.
Water beds, Aquarium, Swimming Pool, Spa	2.25. The tenant must not without the lessor's consent install any water bed, aquarium, swimming pool, or spa on the premises. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa if the escape of the water is caused by the tenant breaching this Residential Tenancy Agreement or breaching the terms of the Act.
Laundry	2.26. The tenant must not hang or display any laundry or other articles on any balcony or verandah.
Indemnify the Lessor	2.27. The tenant agrees to indemnify the lessor against any loss sustained by the lessor or any sum the lessor might at any time be liable to pay, as a result of: <ul style="list-style-type: none"> 2.27.1 any damage to the premises or any furniture or chattels belonging to the lessor; 2.27.2 any claim made against the lessor, whether in relation to property damage or personal injury; or 2.27.3 any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement. arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.
Inspections	2.28. Provided that the lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the lessor, the tenant agrees that the lessor or the lessor's Property Manager or their employees may enter the premises.
Keys and Electronic Keys	2.29. Subject to the provisions of section 45 of the Act and clause 34 of Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises. 2.30. Should the tenant require an additional set(s) of the Keys or the existing set to be recoded (due to the fault of the tenant), then any cost associated with an additional set(s) or recoding will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys. 2.31. Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises. 2.32. The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.
Granting of a Licence (Airbnb)	2.33. The tenant must not: <ul style="list-style-type: none"> (a) grant any licence or right to reside or stay at the premises or any part of it to any person or entity as part of a commercial arrangement; or (b) advertise or list the premises on any internet or other site for a licence or right to reside or stay at the premises

3. DEFAULT, INCLUDING WRONGFUL TERMINATION OF LEASE (i.e. "BREAK LEASE")

3.1 If the tenant:

- (a) terminates this lease, otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or the provisions of the Act, before the end of the tenancy period referred to in Part A (commonly known as a "break lease"); or
- (b) the tenant otherwise breaches the lease and/or does not comply with the tenant's obligations under this lease, then the tenant is liable to pay any damages and losses to the lessor that the lessor suffers or will suffer as a result of the tenant's breach.¹ The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

4. END OF TENANCY

Swimming Pool and Spa Equipment at the end of tenancy	4.1 If at the commencement of the lease the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease.
Movement of Chattels	4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.
Cleaning of Carpets	4.3 The tenant must return all fixtures, furniture, chattels, household effects and all other items described in either the Property Condition Report or the attached Inventory to the original positions described in those documents.
	4.4 As part of the tenant's obligations under clause 18.6 of Part B of this Residential Tenancy Agreement, the tenant agrees upon vacation of the premises to have all carpets professionally cleaned (at the tenant's expense) and to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.

¹ Examples of the types of costs that might give rise to a need to make a break lease claim include, but are not limited to rent, advertising expenses associated with finding a new tenant and the unexpired portion of any leasing fee charged by the property manager to the lessor and also property maintenance such as lawn mowing and watering. These costs may be charged until a new tenant moves in or the original tenancy period expires. The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

5. DEFINITIONS AND INTERPRETATION

- 5.1 If any provision of this lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this lease will continue to be effective.
- 5.2 In this lease, unless otherwise required by the context or subject matter:
 - "**Keys**" means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.
 - "**Inventory**" means a list of the lessor's furniture contained in the premises at the commencement of the lease.
- 5.3 Any reference in this lease to the "**lessor**" doing anything shall mean and include it being done by the lessor's Property Manager.
- 5.4 Where either the tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

6. INFORMATION COLLECTION NOTICE PRIVACY ACT, 1988 AUSTRALIAN PRIVACY PRINCIPLE 5

The Lessor's property manager (whose contact details appear in Part A of this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act, 1988* and the Australian Privacy Principles. Personal information collected by the property manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy. The personal information collected by the property manager in this residential tenancy agreement, in the Property Condition Report and during the period of the management of the tenancy is collected to be used in managing the tenancy, to enable the property manager to provide the services and benefits the subject of this agreement and to enable the property manager to conduct its business. The tenant, by signing this agreement, consents to that collection and use. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the property manager, the situations where the property manager is required to collect information by law, and any disclosure of information that may be made by the property manager overseas, can be obtained from the more detailed collection notice on the property manager's website. The property manager's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the property manager may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the property manager's privacy officer.

7. ANNEXURES

The attached annexures:

- Part D - Special Conditions
- Annexure 1 - Lot Layout & Floor Plans (where applicable)
- Annexure 2 - Building Specifications (where applicable)
- Annexure 3 - Lease Renewal - Options & Notice to Exercise Options
- Form 1 - Privacy Statement
- Form 2 - Management Statement (where applicable)
- Form 3 - Utilities Conditions (where applicable)
- Strata By-Laws & or Management Statement (where applicable)

form part of this Lease.

Initials

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

1. ANIMALS AND PETS - with reference to Form 1AA, Part A, Page 4 "PETS" - the following applies to this lease agreement:

a) All Tenant's must ensure that;

- (i) all pets kept on the Residential Premises do not make unreasonable amounts of noise; and
- (ii) no more than two pets per Tenancy are kept on the Residential Premises, unless specifically approved otherwise in writing by the Lessor and or subject to the Strata By-Laws & or Management Statement where the premises form part of the Strata Scheme;
- (iii) they comply with all State and Local Government laws and regulations relating to pets so far as they apply to Residential Premises and Common Area.

() Initial/s

2. RENT REVIEWS - with reference to Form 1AA, Part C Pages 9 & 10 - Method of Rent Review;

Both Method of Rent Review C & D apply with this lease where Method C applies with the rent payable to increase by a set 2% annually and to apply from the start date of the lease period.

Method D also applies to this lease where a Market Review of the rent payable under the lease is to be conducted no more than six (6) months and no less than three (3) months of the expiry date of the eighth (8th), sixteenth (16th), twenty fourth (24th), thirty second (32nd) & fortieth (40th) year of this lease. Where the Rent Review results in the rent increasing above that immediately prior to the Rent Review and also above that which would apply subject to Method C applicable to this lease, that weekly rent sum will apply as of the commencement date of the ninth (9th), seventeenth (17th), twenty fifth (25th), thirty third (33rd) & forty first (41st) year lease period.

() Initial/s

Initials

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

NOT APPLICABLE

Initials

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APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
FOR USE BY REIWA MEMBERS



FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART A

This agreement is made between

Lessor 1 [Insert name of lessor(s) and contact details]

Given name(s) or Organisation Name **Sterling Corporate Services Pty Ltd A.C.N.: 158 361 507**

Family name **C/- Rental Management Australia - 23/397 Warnbro Sound Avenue, PORT KENNEDY WA 6172**

Lessor 2 [Insert name of lessor(s) and contact details]

Given name(s) or Organisation Name

Family name

Lessor 3 [Insert name of lessor(s) and contact details]

Given name(s) or Organisation Name

Family name

Is this lessor an organisation? Yes

Yes

Is this lessor an organisation? Yes

Yes

and

Tenant 1 [Insert name of tenant(s) and contact details]

Given name(s) or Organisation Name

Family name

Mobile

Email

Is this tenant an organisation? Yes

Yes

Tenant 2 [Insert name of tenant(s) and contact details]

Given name(s) or Organisation Name

Family name

Mobile

Email

Is this tenant an organisation? Yes

Yes

Tenant 3 [Insert name of tenant(s) and contact details]

Given name(s) or Organisation Name

Family name

Mobile

Email

Is this tenant an organisation? Yes

Yes

Tenant 4 [Insert name of tenant(s) and contact details]

Given name(s) or Organisation Name

Family name

Mobile

Email

Is this tenant an organisation? Yes

Yes

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

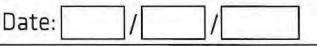
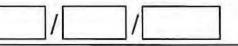
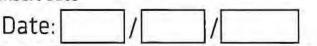
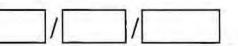
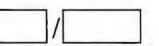
Trading Name **Rental Management Australia**

Address **23-24/397 Warnbro Sound Avenue, PORT KENNEDY, WA, 6172**

Telephone **08 9523 5800** Facsimile **08 9523 5811**

Email **portkennedy@rmaproperty.com.au**

TERM OF AGREEMENT [*delete as appropriate]

* 	insert date
	
*This residential tenancy agreement is fixed starting on and ending on	insert date
	Date:  /  / 
	insert date
	Date:  /  / 

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.

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 1	Sterling Corporate Services Pty Ltd A.C	C/- Rental Management Australia - 23/3	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Lessor 2			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Lessor 3			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<i>[Insert email or facsimile if different from contact details above]</i>			
Tenant 1			Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 2			Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 3			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 4			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
<i>[Insert email or facsimile if different from contact details above]</i>			
Lessor's property manager	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	
<i>[Insert email or facsimile if different from contact details above]</i>			

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 1			
Address 2			
Suburb		State	Postcode
Postal Address <i>[If different from above]</i>			
PO Box		Town/City	Postcode
Address 1			
Address 2			

and

The residential premises include/exclude* *[(*delete as appropriate)]* Include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds]

NOT APPLICABLE

MAXIMUM NUMBER OF OCCUPANTS

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

RENT

The rent is	insert amount \$ See Item 1 - Part C P14	per week/calculation by reference to tenants income <i>[insert calculation]</i> payable weekly*/fortnightly* in advance <i>[*delete as appropriate]</i>
starting on	insert date Date: <input type="text"/> / <input type="text"/> / <input type="text"/>	

The method by which the rent must be paid: *[strikeout where applicable]*

- (a) by cash or cheque, or
- (b) into the following account, or any other account nominated by the lessor.

BSB number:	account number:
account name:	payment reference:

or

- (c) as follows:

BPay
Billercode: 4481
Reference:

SECURITY BOND

A security bond of	insert amount \$ 0.00	and a pet bond of	insert amount \$ 0.00
--------------------	--------------------------	-------------------	--------------------------

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

NOT APPLICABLE

[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 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:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Gas:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Water:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Other:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(please specify):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		N/A
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		N/A
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		N/A

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:	N/A [insert method of calculation]
Gas:	N/A [insert method of calculation]
Water:	N/A [insert method of calculation]
Other:	(please specify) N/A [insert method of calculation]

STRATA BY-LAWS

Strata by-laws ~~ARE~~ ARE NOT* [*delete as appropriate] applicable to the residential premises
A copy of the by-laws are attached: Yes No

PETS

The pets listed below can be kept at the premises:

* See the copy of the strata by-laws & or management statement applicable to the residential premises.

** See Form 4 - Management Statement (Multi Key Properties)

*** See Part C - Page 14 - ANIMALS AND PETS

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 to be 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.

RESIDENTIAL TENANCY AGREEMENT 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 to an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify –
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify –
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

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

USE OF THE PREMISES BY TENANT

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

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

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

URGENT REPAIRS

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs. Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
 - 23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
 - 23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
 - 23.3 if, within 24 hours (in the case of repairs to 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; or
 - 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 8.00am and 6.00pm on a weekday; or
 - 26.2 between 9.00am and 5.00pm 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 a lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other agent 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 defined 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 nearly 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 Mines, Industry Regulation and Safety on 1300 30 40 54 or visit www.dmirr.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 MINES, INDUSTRY REGULATION AND SAFETY

- 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 Mines, Industry Regulation and Safety 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 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

- 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.

RESIDENTIAL TENANCY AGREEMENT 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:

1. REQUIREMENTS FOR EXISTENCE OF LEASE

1.1. The parties agree that there will be no binding agreement to lease the Premises and no residential tenancy agreement will have come into existence, under the *Residential Tenancies Act, 1987* (Act) or otherwise, unless and until the following pre-requisites have been met:

- (a) By no later than 4.00 pm on **INPUT - lease commencement date**, or such later time as agreed to by the lessor's property manager: *[*strike out whatever subparagraphs do not apply]*
 - (i)* this residential tenancy agreement is signed by the tenant(s) and returned by the tenant to the lessor's property manager at the physical address or email address appearing in this lease;
 - (ii)* *any security bond and/or pet bond required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on the signing of the residential tenancy agreement are paid to the lessor's property manager; and*
 - (iii)* *any first payment of rent required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on or before the signing of the residential tenancy agreement is paid in accordance with Part A;*
- and
- (b) The residential tenancy agreement is signed by the lessor or the property manager (PROVIDED THAT if the tenant has been granted an option to enter the lease and paid an option fee, there shall be no need for the agreement to be signed by the lessor or property manager in order for a binding agreement to exist and this pre-requisite (b) shall not apply).

Note: Under the Residential Tenancy Act 1987 agreement to lease do not have to be in writing and may be entered verbally or by conduct. This clause 1 does not purport to remove the right of the parties to reach non-written agreements. However, if the parties wish to enter into an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.

2. THE TENANT'S OBLIGATIONS

Rent

- 2.1. The tenant agrees to pay the Rent punctually pursuant to the provisions of Part A, on the dates for payment, without any deductions or legal or equitable set-offs.
- 2.2. The tenant must not fail or refuse to pay any rent due under this lease with the intention that the amount of the rent may be recovered by the lessor from the security bond. (This is an offence against Section 52 of the Act and is subject to a maximum penalty of \$5,000.00).

Renegotiated Fixed Term Lease (section 31B of the Act) [Delete if inapplicable - to be used when a new lease is entered into (the **new agreement**) that has been the subject of a previous fixed term lease between the same parties in relation to the same premises (the **former agreement**)].

- 2.3. Rental under this lease will be the amount stipulated under the heading "Rent" in Part A of this lease. However, in order to comply with section 31B of the Act and to provide 30 days' notice of the increase in the rental previously paid under the former agreement, until **[insert date]** (being the first 30 days of the term of this new agreement), the tenant is only required to pay rental of **\$ [insert amount]** per week [insert the amount that is the equivalent of the rental paid under the former agreement].

Rent Reviews

- 2.4. If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review] **N/A** months using the following Method of Rent Review [insert method A, B, C, or D as defined below]. If this lease is a fixed term tenancy agreement, then the rent will be increased on the following dates in the following manner:

The Parties agree that on the relevant rent review date(s) referred to below the rent per week during the term of this fixed term lease will be increased by the method referred to below.

Note: Any increase in rent must be no sooner than 6 months after the commencement date of this tenancy and the date of the last increase. The lessor must give to the tenant at least 60 days' notice of the increase.

The reviewed rental cannot be less than the rental payable in the immediately preceding period.

Method of Rent Review	<input type="text" value="N/A"/>	Review Date	<input type="text" value="N/A"/>
Method of Rent Review	<input type="text" value="N/A"/>	Review Date	<input type="text" value="N/A"/>
Method of Rent Review	<input type="text" value="N/A"/>	Review Date	<input type="text" value="N/A"/>
Method of Rent Review	<input type="text" value="N/A"/>	Review Date	<input type="text" value="N/A"/>

Insert **A, B, C or D** for the Method of Rent Review.

A. fixed increase of per week
 B. Consumer Price Index (Perth All Groups) ("CPI")
 C. % increase of the rent payable on the day immediately prior to the Review Date
 D. Other Method:

For the purposes of this rent review clause, the following terms have the following meanings:

CPI means the rent will be determined in accordance with the following formula:

$$\text{CPI Rent} = R \times (C/P)$$

Where R = the Rent payable immediately prior to the relevant Rent Review Date

C = the Current CPI (for the most recent quarter prior to the Rent Review Date with respect to which the CPI has been published)

P = the Previous CPI (for the quarter immediately before the last Rent Review Date or, if there has been no previous rent review, the date of the commencement of the tenancy).

Percentage Increase means the reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

Other Method means the Rent applicable immediately before the rent review date will be increased by that method on that rent review date.

2.5. If this tenancy agreement is for a fixed term and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent upon expiry of the fixed term will be, for the first 30 days after the commencement of the periodic tenancy, the same rent that was payable at the end of the fixed term and, after that 30 day period, a sum being

[or insert a method of calculating the rent] (Increased Rent).

PROVIDED THAT, in order for the Increased Rent to apply, the lessor must give the tenant at least 60 days' notice of the Increased Rent and the commencement date for the Increased Rent must be no sooner than 6 months after the last rent increase.

Pets 2.6. The tenant must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the Lessor.

2.7. The tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002-Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the Lessor.

Pet Security Bond 2.8. If the lessor permits the tenant to keep pets at the premises as specified in Part A, or as agreed in writing after the commencement of the residential tenancy agreement, and if any of those pets are capable of carrying parasites that can affect humans, then the tenant shall deposit with the property manager a Pet Security Bond of the amount referred to in Part A. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the premises. In this clause, the term "pet" does not include a guide dog as defined in section 3(1) of the *Dog Act, 1976.*).

Smoking 2.9. Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.

Services 2.10. The tenant must notify the electricity and gas utilities (if applicable) of the tenant's occupation of the premises.

Telephone 2.11. The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his or her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and/or attach cabling, telephone lines and/or communications lines to the premises provided no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with that installation, attachment and/or removal.

If at the end of the residential tenancy the lessor requests the cabling and/or communications lines to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and/or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor's consent, those items become the property of the lessor.

Strata Company 2.12. The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council.

Tenant to Keep Premises Clean 2.13. In accordance with the tenant's obligation to keep the premises in a reasonable state of cleanliness pursuant to section 38(1)(a) of the Act, the tenant must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.

2.14. The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.

Chattels 2.15. Except for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached Inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).

Smoke Alarms and RCDs 2.16. The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of that fact. Note: Nothing in this clause lessens the obligations upon lessors in relation to smoke alarms under the Building Regulations 2012 and/or in relation to residual current devices under the Electricity Regulations, 1947.

Light Globes 2.17. The tenant agrees to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), ensure all light globes and fluorescent light tubes are kept in good working order.

Gardens 2.18. The tenant must attend to the garden, lawns, lawn edges, hedges, shrubs and trees so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish, to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs.

Swimming Pool Spa 2.19. If the premises includes a swimming pool or spa, the tenant must keep the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements relating to pools and/or spas during the period of this lease. The tenant must not drain the pool without the lessor's written consent.

If a tenant becomes aware of any matters that may render any swimming pool or spa on the premises unsafe, the tenant must report those matters to the lessor as soon as practicable. Further, tenants should note that they are entitled to notify local governments about matters relating to the safety of swimming pools or spas.

Damage and Disrepair 2.20. The parties' rights and obligations with respect to urgent repairs are set out in section 43 of the Act and clauses 22 and 23 of Part B of the Residential Tenancy Agreement. Obligations upon the tenant to advise the lessor or property manager as soon as practicable if any damage occurs to the premises are set out in section 38 of the Act and clause 18.5 of the Residential Tenancy Agreement. The tenant agrees to make all reasonable efforts to report to the Lessor all damage and any state of disrepair to the premises, as soon as practical after the same occurs. Failure to do so will render the tenant liable for all costs and/or losses incurred by the lessor as a result of such failure to report (examples of the types of incidents that might give rise to a need to make a report as soon as practical include, but are not limited to, a broken window, a kitchen cupboard door falling off, a cracked shower screen or a burst water pipe on the leased premises or a machine, such as a pool pump, that forms part of the leased premises, being in need of repair). The tenant may be liable to pay the lessor damages if the lessor suffers loss as a consequence of the tenant failing or delaying to make a report.

2.21. The tenant must pay for any damages caused by the tenant's breach of the residential tenancy agreement including, but not limited to, the cost of repairing any damage that is caused by, or is attributable to, an act or omission by the tenant or anyone who is lawfully at the premises, contrary to clause 18 and/or 19 of Part B.

Excess on Insurance 2.22. 2.22.1 If the lessor elects to claim on the lessor's insurance for any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim.

2.22.2 The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.

2.22.3 This clause does not limit the liability of the tenant for acts of negligence, other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the lessor.

Alterations to the Premises 2.23. Notwithstanding which election is selected with respect to the right of the tenant to affix and remove fixtures in Part A, the tenant must not place any sign on, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

Objectionable Behaviour	2.24. The tenant must not interfere with or cause or permit interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the premises.
Water beds, Aquarium, Swimming Pool, Spa	2.25. The tenant must not without the lessor's consent install any water bed, aquarium, swimming pool, or spa on the premises. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa if the escape of the water is caused by the tenant breaching this Residential Tenancy Agreement or breaching the terms of the Act.
Laundry	2.26. The tenant must not hang or display any laundry or other articles on any balcony or verandah.
Indemnify the Lessor	2.27. The tenant agrees to indemnify the lessor against any loss sustained by the lessor or any sum the lessor might at any time be liable to pay, as a result of: <ul style="list-style-type: none"> 2.27.1 any damage to the premises or any furniture or chattels belonging to the lessor; 2.27.2 any claim made against the lessor, whether in relation to property damage or personal injury; or 2.27.3 any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement. arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.
Inspections	2.28. Provided that the lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the lessor, the tenant agrees that the lessor or the lessor's Property Manager or their employees may enter the premises.
Keys and Electronic Keys	2.29. Subject to the provisions of section 45 of the Act and clause 34 of Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises. 2.30. Should the tenant require an additional set(s) of the Keys or the existing set to be recoded (due to the fault of the tenant), then any cost associated with an additional set(s) or recoding will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys. 2.31. Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises. 2.32. The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.
Granting of a Licence (Airbnb)	2.33. The tenant must not: <ul style="list-style-type: none"> (a) grant any licence or right to reside or stay at the premises or any part of it to any person or entity as part of a commercial arrangement; or (b) advertise or list the premises on any internet or other site for a licence or right to reside or stay at the premises

3. DEFAULT, INCLUDING WRONGFUL TERMINATION OF LEASE (i.e. "BREAK LEASE")

3.1 If the tenant:

- (a) terminates this lease, otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or the provisions of the Act, before the end of the tenancy period referred to in Part A (commonly known as a "break lease"); or
- (b) the tenant otherwise breaches the lease and/or does not comply with the tenant's obligations under this lease, then the tenant is liable to pay any damages and losses to the lessor that the lessor suffers or will suffer as a result of the tenant's breach.¹ The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

4. END OF TENANCY

Swimming Pool and Spa Equipment at the end of tenancy	4.1 If at the commencement of the lease the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease.
Movement of Chattels	4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.
Cleaning of Carpets	4.3 The tenant must return all fixtures, furniture, chattels, household effects and all other items described in either the Property Condition Report or the attached Inventory to the original positions described in those documents.
	4.4 As part of the tenant's obligations under clause 18.6 of Part B of this Residential Tenancy Agreement, the tenant agrees upon vacation of the premises to have all carpets professionally cleaned (at the tenant's expense) and to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.

¹ Examples of the types of costs that might give rise to a need to make a break lease claim include, but are not limited to rent, advertising expenses associated with finding a new tenant and the unexpired portion of any leasing fee charged by the property manager to the lessor and also property maintenance such as lawn mowing and watering. These costs may be charged until a new tenant moves in or the original tenancy period expires. The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

5. DEFINITIONS AND INTERPRETATION

- 5.1 If any provision of this lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this lease will continue to be effective.
- 5.2 In this lease, unless otherwise required by the context or subject matter:
 - "**Keys**" means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.
 - "**Inventory**" means a list of the lessor's furniture contained in the premises at the commencement of the lease.
- 5.3 Any reference in this lease to the "**lessor**" doing anything shall mean and include it being done by the lessor's Property Manager.
- 5.4 Where either the tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

6. INFORMATION COLLECTION NOTICE PRIVACY ACT, 1988 AUSTRALIAN PRIVACY PRINCIPLE 5

The Lessor's property manager (whose contact details appear in Part A of this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act, 1988* and the Australian Privacy Principles. Personal information collected by the property manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy. The personal information collected by the property manager in this residential tenancy agreement, in the Property Condition Report and during the period of the management of the tenancy is collected to be used in managing the tenancy, to enable the property manager to provide the services and benefits the subject of this agreement and to enable the property manager to conduct its business. The tenant, by signing this agreement, consents to that collection and use. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the property manager, the situations where the property manager is required to collect information by law, and any disclosure of information that may be made by the property manager overseas, can be obtained from the more detailed collection notice on the property manager's website. The property manager's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the property manager may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the property manager's privacy officer.

7. ANNEXURES

The attached annexures:

Part D - Special Conditions

- Annexure 1 - Lot Layout and Floor Plans (where applicable)
- Annexure 2 - Building Specifications (where applicable)
- Annexure 3 - Lease Renewal - Option & Notice to Renew Option forms
- Annexure 4 - Copy of the "Head Lease" and any/all granted Lease Extensions and Notice to Exercise lease extension forms
- Form 1 - Notice of Termination
- Form 2 - Privacy Statement
- Form 3 - Management Statement (where applicable)
- Form 4 - Utilities Condition (where applicable)
- Strata By-Laws & or Management Statement (where applicable)

form part of this Lease.

Initials

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

ITEM 1 - Form 1AA - Part A - RENT

The rent payable under this lease is that of \$1.00 for the initial two (2) week period starting from the Commencement Date with no further payment of rent payable for the term of the lease or any exercised granted lease extension period thereof.

() Initial/s

ITEM 2 - ANIMALS AND PETS - with reference to Form 1AA, Part A, Page 4 "PETS" - the following applies to this lease agreement;

a) All Tenant/s must ensure that;

- (i) all pets kept on the Tenant's Residential Premises do not make unreasonable amounts of noise; and
- (ii) no more than two pets per Tenancy are kept on the Residential Premises, unless specifically approved otherwise in writing by the Lessor and or subject to the Strata By-Laws & or Management Statement where the premises forms part of a strata scheme;
- (iii) they comply with all State and Local Government laws and regulations relating to pets so far as they apply to Residential Premises and Common Area.

() Initial/s

ITEMS 3 - Form 1AA - Part A - ELECTRICITY, GAS & OTHER UTILITIES

The Lessee/s acknowledge and agree that he/her/they are responsible for the payment of all utilities relating to the premises pertaining to this lease and will pay the invoiced cost of any utilities when due direct to the Managing Agent appointed to manage the premises under the Head Lease also pertaining to the premises (current appointed Managing Agent being Rental Management Australia). The Lessee/s also acknowledge that the Lessee whom has entered into the Head Lease in relation to the premises is not responsible for the payment of the cost of any utilities in relation to the premises where this lease is current.

() Initial/s

ITEM 4 - HEAD LEASE ACKNOWLEDGEMENT

The Lessee/s to this lease hereby acknowledge that they have been provided with a copy of the "Head Lease" and all lease extensions that have been granted by the Lessor and exercised by the Lessee under the Head Lease pertaining to this property and have been informed that where the Head Lease comes to an end, that this lease would also be at an end. As per Part D - Special Conditions to this lease, the Lessee/s of this lease has been granted the right to terminate this lease by providing the Lessor with 180 days notice in writing.

() Initial/s

Initials

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

NOT APPLICABLE

Initials

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

Executed by the Tenant (if a corporation, the Tenant executes this document pursuant to its constitution and the Corporations Act)

Tenant's Signature

Date

[] / [] / []

[] / [] / []

[] / [] / []

[] / [] / []

CORPORATION:

Name of Corporation

ACN / ABN

Director

Director / Secretary

Executed by the Lessor (if a corporation, the Lessor executes this document pursuant to its constitution and the Corporations Act)

Lessor / Lessor's Agent Signature

Date

[] / [] / []

[] / [] / []

CORPORATION:

Name of Corporation

ACN / ABN

Director

Director / Secretary

A true copy of:

(1) The Residential Tenancy Agreement Parts A, B & C

(2) Relevant By-Laws pertaining to the strata complex, and

(3) Form 1AC

- have been received by the Tenant:

____ Date [] / [] / [] _____ Date [] / [] / []

____ Date [] / [] / [] _____ Date [] / [] / []

(Signed by Tenants)

For information about your rights and obligations as a lessor or tenant, contact the Department of Mines, Industry Regulation and Safety on 1300 30 40 54 or visit www.dmirswa.gov.au/ConsumerProtection

Section 3

Options 2 - 4

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OF WESTERN AUSTRALIA (INC)
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FORM 1AA - Residential Tenancies Act 1987 - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART A

This agreement is made between

Lessor 1 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Lessor 2 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Lessor 3 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	

and

Tenant 1 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 2 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 3 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 4 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	

Lessor's property manager [Insert name of lessor's property manager (if any) and contact details]		
Trading Name	Rental Management Australia	
Address	23-24/397 Warnbro Sound Avenue, PORT KENNEDY, WA, 6172	
Telephone	08 9523 5800	Facsimile 08 9523 5811
Email	portkennedy@rmaproperty.com.au	

TERM OF AGREEMENT [*delete as appropriate]	
*This residential tenancy agreement is periodic starting on	
insert date Date: <input type="text"/> / <input type="text"/> / <input type="text"/>	
*This residential tenancy agreement is fixed starting on	
insert date Date: <input type="text"/> / <input type="text"/> / <input type="text"/>	
and ending on	
insert date Date: <input type="text"/> / <input type="text"/> / <input type="text"/>	

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.

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 1	<input type="checkbox"/>	<input type="checkbox"/>	Email: Yes <input type="checkbox"/> / No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> / No <input type="checkbox"/>
Lessor 2	<input type="checkbox"/>	<input type="checkbox"/>	Email: Yes <input type="checkbox"/> / No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> / No <input type="checkbox"/>
Lessor 3	<input type="checkbox"/>	<input type="checkbox"/>	Email: Yes <input type="checkbox"/> / No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> / No <input type="checkbox"/>

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

Tenant 1	<input type="checkbox"/>	<input type="checkbox"/>	Email: Yes <input type="checkbox"/> / No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> / No <input type="checkbox"/>
Tenant 2	<input type="checkbox"/>	<input type="checkbox"/>	Email: Yes <input type="checkbox"/> / No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> / No <input type="checkbox"/>
Tenant 3	<input type="checkbox"/>	<input type="checkbox"/>	Email: Yes <input type="checkbox"/> / No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> / No <input type="checkbox"/>
Tenant 4	<input type="checkbox"/>	<input type="checkbox"/>	Email: Yes <input type="checkbox"/> / No <input type="checkbox"/> Facsimile: Yes <input type="checkbox"/> / No <input type="checkbox"/>

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

Lessor's property manager Email: Yes / No Facsimile: Yes / No

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

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 1			
Address 2			
Suburb		State	Postcode
Postal Address <i>[If different from above]</i>			
PO Box	Town/City	Postcode	
Address 1			
Address 2			

and

The residential premises include/exclude* *[*delete as appropriate]* Include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds

--	--	--	--

MAXIMUM NUMBER OF OCCUPANTS

No more than	<i>insert number</i>	persons may ordinarily live at the premises at any one time.
--------------	----------------------	--

RENT

The rent is	<i>insert amount</i> \$ <input type="text"/>	per week / calculated by reference to tenant's income <i>[insert calculation]</i> payable weekly* / fortnightly* in advance <i>[*delete as appropriate]</i>
starting on	<i>insert date</i> Date: <input type="text"/> / <input type="text"/> / <input type="text"/>	

The method by which the rent must be paid: *[strikeout where applicable]*

- ~~(a) by cash or cheque,~~
- ~~(b) into the following account, or any other account nominated by the lessor.~~

BSB number:	account number:
account name:	payment reference:

or

- ~~(c) as follows:~~

Refer to the Payment Direction Deed

For the first month of the tenancy, from the commencement date to the last day of that month, payable on the twenty first of that month. For the second and subsequent months of the tenancy, from the first of that month to the last day of that month, payable on the twenty first of that month.

For the last month of the tenancy, from the first of that month to the termination date of the lease, payable on the twenty first of that month.

SECURITY BOND

A security bond of	[insert amount] \$ 0.00	and a pet bond of	[insert amount] \$ 0.00
--------------------	----------------------------	-------------------	----------------------------

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

See Part C - 24

[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] 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:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Gas:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Water:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(please specify):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> 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:	N/A [insert method of calculation]
Gas:	N/A [insert method of calculation]
Water:	N/A [insert method of calculation]
Other:	(please specify) N/A [insert method of calculation]

STRATA BY-LAWS

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

PETS

The pets listed below can be kept at the premises:

See Form 4 - Management Statement

RIGHT OF TENANT TO ASSIGN OR SUB-LET [*delete as appropriate]

~~The tenant may assign the tenant's interest under this agreement or sublet 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 to be 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.

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FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

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RESIDENTIAL TENANCY AGREEMENT 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 to an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify –
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify –
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

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

USE OF THE PREMISES BY TENANT

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

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

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

URGENT REPAIRS

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs. Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
 - 23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
 - 23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
 - 23.3 if, within 24 hours (in the case of repairs to 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; or
 - 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 8.00am and 6.00pm on a weekday; or
- 26.2 between 9.00am and 5.00pm 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 a lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other agent 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 defined 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 nearly 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

- 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.

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FORM 1AA - Residential Tenancies Act 1987- Section 27A

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RESIDENTIAL TENANCY AGREEMENT 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:

1. REQUIREMENTS FOR EXISTENCE OF LEASE

- 1.1. The parties agree that there will be no binding agreement to lease the Premises and no residential tenancy agreement will have come into existence, under the *Residential Tenancies Act, 1987* (Act) or otherwise, unless and until the following pre-requisites have been met:
 - (a) By no later than 4.00 pm on **"lease commencement date"**, or such later time as agreed to by the lessor's property manager:
[*strike out whatever subparagraphs do not apply]
 - (i)* this residential tenancy agreement is signed by the tenant(s) and returned by the tenant to the lessor's property manager at the physical address or email address appearing in this lease;
 - (ii)* **any security bond and any pet bond required to be paid by the tenant pursuant to Part A of this residential tenancy agreement is paid to the lessor's property manager and**
 - (iii)* **any first payment of rent required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on or before the signing of the residential tenancy agreement is paid in accordance with Part A.**
 - and
 - (b) The residential tenancy agreement is signed by the lessor or the property manager ('PROVIDED THAT if the tenant has been granted an option to enter the lease and paid an option fee, there shall be no need for the agreement to be signed by the lessor or property manager in order for a binding agreement to exist and this pre-requisite (b) shall not apply).

Note: Under the Residential Tenancy Act 1987 agreement to lease do not have to be in writing and may be entered verbally or by conduct. This clause 1 does not purport to remove the right of the parties to reach non-written agreements. However, if the parties wish to enter into an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.

2. THE TENANT'S OBLIGATIONS

Rent 2.1. The tenant agrees to pay the Rent punctually pursuant to the provisions of Part A, on the dates for payment, without any deductions or legal or equitable set-offs.

2.2. The tenant must not fail or refuse to pay any rent due under this lease with the intention that the amount of the rent may be recovered by the lessor from the security bond. (This is an offence against Section 52 of the Act and is subject to a maximum penalty of \$5,000.00).

Renegotiated Fixed Term Lease (section 31B of the Act) [Delete if inapplicable - to be used when a new lease is entered into ('the **new agreement**) that has been the subject of a previous fixed term lease between the same parties in relation to the same premises (the **former agreement**)].

2.3. Rental under this lease will be the amount stipulated under the heading "Rent" in Part A of this lease. [Delete if inapplicable - to be used when a new lease is entered into ('the **new agreement**) that has been the subject of a previous fixed term lease between the same parties in relation to the same premises (the **former agreement**)].

Previously paid under the former agreement until [insert date] [insert date]

(being the first 30 days of the term of this agreement), the tenant is only required to pay rental of \$ [insert amount] per week [insert the amount that is the equivalent of the rental paid under the former agreement]

Rent Reviews 2.4. If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review] N/A months using the following Method of Rent Review [insert method A, B, C, or D as defined below]

If this lease is a fixed term tenancy agreement, then the rent will be increased on the following dates in the following manner:

The Parties agree that on the relevant rent review date(s) referred to below the rent per week during the term of this fixed term lease will be increased by the method referred to below.

Note: Any increase in rent must be no sooner than 6 months after the commencement date of this tenancy and the date of the last increase. The lessor must give to the tenant at least 60 days' notice of the increase.

The reviewed rental cannot be less than the rental payable in the immediately preceding period.

Method of Rent Review <input type="text" value="C"/>	Review Date <input type="text" value="ANNUALLY - 1st year after lease start date"/>
Method of Rent Review <input type="text" value="C"/>	Review Date <input type="text" value="ANNUALLY - 2nd year after lease start date"/>
Method of Rent Review <input type="text" value="C"/>	Review Date <input type="text" value="ANNUALLY - 3rd year after lease start date"/>
Method of Rent Review <input type="text" value="C"/>	Review Date <input type="text" value="ANNUALLY - 4th year after lease start date"/>

Insert **A**, **B**, **C** or **D** for the Method of Rent Review.

A. fixed increase of per week
 B. Consumer Price Index (Perth All Groups) ("CPI")
 C % increase of the rent payable on the day immediately prior to the Review Date
 D. Other Method:

For the purposes of this rent review clause, the following terms have the following meanings:

CPI means the rent will be determined in accordance with the following formula:

$$\text{CPI Rent} = R \times (C/P)$$

Where R = the Rent payable immediately prior to the relevant Rent Review Date

C = the Current CPI (for the most recent quarter prior to the Rent Review Date with respect to which the CPI has been published)

P = the Previous CPI (for the quarter immediately before the last Rent Review Date or, if there has been no previous rent review, the date of the commencement of the tenancy).

Percentage Increase means the reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

Other Method means the Rent applicable immediately before the rent review date will be increased by that method on that rent review date.

2.5. If this tenancy agreement is for a fixed term and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent upon expiry of the fixed term will be, for the first 30 days after the commencement of the periodic tenancy, the same rent that was payable at the end of the fixed term and, after that 30 day period, a sum being

(or insert a method of calculating the rent) (Increased Rent).

PROVIDED THAT, in order for the Increased Rent to apply, the lessor must give the tenant at least 60 days' notice of the Increased Rent and the commencement date for the Increased Rent must be no sooner than 6 months after the last rent increase.

Pets 2.6. The tenant must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the Lessor.

2.7. The tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002. Dogo Argentino (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the Lessor.

Pet Security Bond 2.8. If the lessor permits the tenant to keep pets at the premises as specified in Part A, or as agreed in writing after the commencement of the residential tenancy agreement, and if any of those pets are capable of carrying parasites that can affect humans, then the tenant shall deposit with the property manager a Pet Security Bond of the amount referred to in Part A. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the premises. In this clause, the term "pet" does not include a guide dog as defined in section 3(1) of the Dog Act, 1976.).

Smoking 2.9. Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.

Services 2.10. The tenant must notify the electricity and gas utilities (if applicable) of the tenant's occupation of the premises.

Telephone 2.11. The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his or her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and/or attach cabling, telephone lines and/or communications lines to the premises provided no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with that installation, attachment and/or removal.

If at the end of the residential tenancy the lessor requests the cabling and/or communications lines to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and/or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor's consent, those items become the property of the lessor.

Strata Company 2.12. The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council.

Tenant to Keep Premises Clean 2.13. In accordance with the tenant's obligation to keep the premises in a reasonable state of cleanliness pursuant to section 38(1)(a) of the Act, the tenant must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.

2.14. The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.

Chattels 2.15. Except for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached Inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).

Smoke Alarms and RCDs 2.16. The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of that fact. Note: Nothing in this clause lessens the obligations upon lessors in relation to smoke alarms under the Building Regulations 2012 and/or in relation to residual current devices under the Electricity Regulations, 1947.

Light Globes 2.17. The tenant agrees to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), ensure all light globes and fluorescent light tubes are kept in good working order.

Gardens 2.18. The tenant must attend to the garden, lawns, lawn edges, hedges, shrubs and trees so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish, to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs.

Swimming Pool Spa 2.19. If the premises includes a swimming pool or spa, the tenant must keep the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements relating to pools and/or spas during the period of this lease. The tenant must not drain the pool without the lessor's written consent.

If a tenant becomes aware of any matters that may render any swimming pool or spa on the premises unsafe, the tenant must report those matters to the lessor as soon as practicable. Further, tenants should note that they are entitled to notify local governments about matters relating to the safety of swimming pools or spas.

Damage and Disrepair 2.20. The parties' rights and obligations with respect to urgent repairs are set out in section 43 of the Act and clauses 22 and 23 of Part B of the Residential Tenancy Agreement. Obligations upon the tenant to advise the lessor or property manager as soon as practicable if any damage occurs to the premises are set out in section 38 of the Act and clause 18.5 of the Residential Tenancy Agreement. The tenant agrees to make all reasonable efforts to report to the Lessor all damage and any state of disrepair to the premises, as soon as practical after the same occurs. Failure to do so will render the tenant liable for all costs and/or losses incurred by the lessor as a result of such failure to report (examples of the types of incidents that might give rise to a need to make a report as soon as practical include, but are not limited to, a broken window, a kitchen cupboard door falling off, a cracked shower screen or a burst water pipe on the leased premises or a machine, such as a pool pump, that forms part of the leased premises, being in need of repair). The tenant may be liable to pay the lessor damages if the lessor suffers loss as a consequence of the tenant failing or delaying to make a report.

2.21. The tenant must pay for any damages caused by the tenant's breach of the residential tenancy agreement including, but not limited to, the cost of repairing any damage that is caused by, or is attributable to, an act or omission by the tenant or anyone who is lawfully at the premises, contrary to clause 18 and/or Part B.

Excess on Insurance 2.22. 2.22.1 If the lessor elects to claim on the lessor's insurance for any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim.

2.22.2 The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.

2.22.3 This clause does not limit the liability of the tenant for acts of negligence, other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the lessor.

Alterations to the Premises 2.23. Notwithstanding which election is selected with respect to the right of the tenant to affix and remove fixtures in Part A, the tenant must not place any sign on, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

Objectionable Behaviour	2.24. The tenant must not interfere with or cause or permit interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the premises.
Water beds, Aquarium, Swimming Pool, Spa	2.25. The tenant must not without the lessor's consent install any water bed, aquarium, swimming pool, or spa on the premises. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa if the escape of the water is caused by the tenant breaching this Residential Tenancy Agreement or breaching the terms of the Act.
Laundry	2.26. The tenant must not hang or display any laundry or other articles on any balcony or verandah.
Indemnify the Lessor	<p>2.27. The tenant agrees to indemnify the lessor against any loss sustained by the lessor or any sum the lessor might at any time be liable to pay, as a result of:</p> <p>2.27.1 any damage to the premises or any furniture or chattels belonging to the lessor;</p> <p>2.27.2 any claim made against the lessor, whether in relation to property damage or personal injury; or</p> <p>2.27.3 any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.</p> <p>arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.</p>
Inspections	2.28. Provided that the lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the lessor, the tenant agrees that the lessor or the lessor's Property Manager or their employees may enter the premises.
Keys and Electronic Keys	<p>2.29. Subject to the provisions of section 45 of the Act and clause 34 of Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises.</p> <p>2.30. Should the tenant require an additional set(s) of the Keys or the existing set to be recoded (due to the fault of the tenant), then any cost associated with an additional set(s) or recoding will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys.</p> <p>2.31. Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises.</p> <p>2.32. The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.</p>
Granting of a Licence (Airbnb)	<p>2.33. The tenant must not:</p> <p>(a) grant any licence or right to reside or stay at the premises or any part of it to any person or entity as part of a commercial arrangement; or</p> <p>(b) advertise or list the premises on any internet or other site for a licence or right to reside or stay at the premises</p>

3. DEFAULT, INCLUDING WRONGFUL TERMINATION OF LEASE (i.e. "BREAK LEASE")

3.1 If the tenant:

(a) terminates this lease, otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or the provisions of the Act, before the end of the tenancy period referred to in Part A (commonly known as a "break lease"); or

(b) the tenant otherwise breaches the lease and/or does not comply with the tenant's obligations under this lease, then the tenant is liable to pay any damages and losses to the lessor that the lessor suffers or will suffer as a result of the tenant's breach.¹ The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

4. END OF TENANCY

Swimming Pool and Spa Equipment at the end of tenancy	4.1 If at the commencement of the lease the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease.
Movement of Chattels	4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.
Cleaning of Carpets	4.3 The tenant must return all fixtures, furniture, chattels, household effects and all other items described in either the Property Condition Report or the attached Inventory to the original positions described in those documents.
	4.4 As part of the tenant's obligations under clause 18.6 of Part B of this Residential Tenancy Agreement, the tenant agrees upon vacation of the premises to have all carpets professionally cleaned (at the tenant's expense) and to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.

¹ Examples of the types of costs that might give rise to a need to make a break lease claim include, but are not limited to rent, advertising expenses associated with finding a new tenant and the unexpired portion of any leasing fee charged by the property manager to the lessor and also property maintenance such as lawn mowing and watering. These costs may be charged until a new tenant moves in or the original tenancy period expires). The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

5. DEFINITIONS AND INTERPRETATION

- 5.1 If any provision of this lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this lease will continue to be effective.
- 5.2 In this lease, unless otherwise required by the context or subject matter:
 - "**Keys**" means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.
 - "**Inventory**" means a list of the lessor's furniture contained in the premises at the commencement of the lease.
- 5.3 Any reference in this lease to the "**lessor**" doing anything shall mean and include it being done by the lessor's Property Manager.
- 5.4 Where either the tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

6. INFORMATION COLLECTION NOTICE PRIVACY ACT, 1988 AUSTRALIAN PRIVACY PRINCIPLE 5

The Lessor's property manager (whose contact details appear in Part A of this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act, 1988* and the Australian Privacy Principles. Personal information collected by the property manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy. The personal information collected by the property manager in this residential tenancy agreement, in the Property Condition Report and during the period of the management of the tenancy is collected to be used in managing the tenancy, to enable the property manager to provide the services and benefits the subject of this agreement and to enable the property manager to conduct its business. The tenant, by signing this agreement, consents to that collection and use. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the property manager, the situations where the property manager is required to collect information by law, and any disclosure of information that may be made by the property manager overseas, can be obtained from the more detailed collection notice on the property manager's website. The property manager's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the property manager may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the property manager's privacy officer.

7. ANNEXURES

The attached annexures:

- Part D - Special Conditions
- Annexure 1 - Lot Layout and Floor Plans
- Annexure 2 - Building Specifications
- Annexure 3 - Option to Renew Lease
- Form 2 - Notice of Termination
- Form 3 - Privacy Statement
- Form 4 - Management Statement
- Form 5 - Utilities Condition

form part of this Lease.

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

Not Applicable

DRAFT

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

Not Applicable

DRAFT

Lease - Attachments

Part D – Special Conditions

1. Definitions

1.1 Definitions

In these special conditions:

Act means the *Residential Tenancies Act 1987 (WA)*.

Land means the land on which the residential premises are situated.

Standard Term means a provision of:

- (a) the tenancy agreement in Part A;
- (b) the standard terms in Part B;
- (c) the additional terms in Part C,

of this agreement.

Starting Date means the date specified in the tenancy agreement as being the date on which the Term commences.

Strata Plan means a 'strata plan' or a 'survey-strata plan' as defined in the *Strata Titles Act 1985 (WA)*.

Term means the term of this agreement being a total of 40 years made up of an initial 5 year lease with 7 x 5 year options on the property, commencing on the starting date and, subject to special condition 3, ending on the end date specified in the tenancy agreement.

2. Incorporation of Special Conditions

- (a) The special conditions in this Part D are incorporated in and form part of this agreement.

(b) In the event of any inconsistency between:

- (i) a Standard Term; and
- (ii) a special condition in this Part D,

the special condition will prevail to the extent of that inconsistency.

3. Term

Despite any provision to the contrary in this agreement, the Term will end on the earliest of:

- (a) where the resident is one person, the date of death of that person;
- (b) where the resident is more than one person, the date of death of the last survivor of the resident; and
- (c) the date on which the Term ends upon a lawful termination of this agreement either pursuant to this agreement or the Act.

4. Modification and supplementation of Standard Terms

4.1 Routine inspections

For the purpose of clause 24.2 in Part B, the number of routine inspections in a 12 month period is limited to two.

4.2 Termination by Resident

- (a) In addition to the grounds on which the resident may terminate the Term under this agreement and pursuant to the Act, the resident may terminate this agreement by giving written notice to the lessor without specifying any ground for the notice.
- (b) The period of notice for termination of this agreement under special condition 4.2(a) must not be less than 180 days.
- (c) A notice of termination under special condition 4.2(a) must:
 - (i) be signed by the resident and identify the residential premises; and
 - (ii) specify the day on which the resident will deliver up possession of the residential premises.

5. Common Areas

5.1 Definition

In this special condition 5:

Common Area means the area or areas so depicted on the plan attached to this agreement.

Other User means each other person which occupies premises depicted on the plan annexed to this agreement and to which the lessor has granted rights similar to those conferred by this special condition 5.

5.2 Resident's right to use the Common Area

The lessor grants to the tenant for the Term the non-exclusive right to use the Common Area:

- (a) in common with each Other User; and
- (b) for the purpose for which the Common Area is intended by the lessor to be used.

5.3 Resident's obligation

The resident must:

- (a) not intentionally or negligently cause or permit damage to the Common Area;
- (b) in conjunction with each Other User, keep the Common Area in a reasonable state of cleanliness;
- (c) co-operate with each Other User in the performance of the tenant's obligation under special condition 5.3(b); and
- (d) must not cause or allow to be caused injury to any person lawfully on the Common Area.

5.4 Lessor's rights and obligations

- (a) Subject to special condition 5.4(b), the lessor's obligations under this agreement concerning the maintenance and repair of the residential premises extend to the Common Area.

- (b) The lessor is not required to:
 - (i) negotiate with the tenant or any Other User a day and a time for a proposed entry by the lessor onto the Common Area; and
 - (ii) give to the resident or any Other User notice of the lessor's intention to enter onto the Common Area.
- (c) The lessor's right under this agreement to enter and remain on the residential premises extend to the Common Area.

6. Subdivision

6.1 Strata subdivision

- (a) This special condition 7.1 applies if, at the date of this agreement, the Land has not been subdivided by a Strata Plan.
- (b) The lessor may subdivide the Land by Strata Plan so long as in doing so the lessor does not substantially and permanently reduce the resident's enjoyment of the residential premises.
- (c) The resident must promptly and at the lessor's cost co-operate with the lessor and do anything that the lessor reasonably requires (for example, execute documents) in connection with the lessor's exercise of the lessor's rights under this special condition 7.1. Without limiting the previous provisions of this special condition, the lessor may require the resident to:
 - (i) sign a consent to a subdivision; or
 - (ii) vary this agreement to give effect to a subdivision.
- (d) The re-appoints the lessor and its officers jointly and severally to be the attorney of the tenant to do anything and to execute any document to give effect to special condition 6.1(c). For these purposes, the lessor may do, execute and perform all things relative to the proposed subdivision as fully and effectually as the tenant could do. The tenant must ratify and confirm all actions the attorney lawfully does.

I/We acknowledge that I/we have been given the opportunity to take independent legal and financial advice on this agreement and the risks associated with entering into it.



Annexure 1

Sterling New Life – Rent Payment Option Form

I/we

hereby give notice that I/we elect to pay the up-front rental payment as it relates to the Sterling New Life I/we have entered into to lease the following property noted below;

Property:

Election

- Payment of the sum equal to two (2) weeks' rent being \$_____ now, with a further payment of two (2) weeks' rent payable two (2) week's following the commencement date of the lease.

- Payment of the sum of one months rent being \$_____ now, with NO further up-front rent payment required.

Signed : _____

Date : _____

Annexure 2

Lot Layout and Floor Plan of the Residential Premises

I/we agree to the attached lot layout and floorplan

Tenant _____ / _____ / 20 _____
Dated

Authorised Representative of Lessor _____ / _____ / 20 _____
Dated _____

Annexure 3

Specifications of the Residential Premises

General Schedule of Finishes

I/we agree to the attached general schedule of finishes

Resident _____ / _____ / 20 _____
Dated

Resident _____ / _____ / 20 _____
Dated

Authorised Representative of Lessor _____ / _____ / 20 _____
Dated

option to renew (special condition) residential property lease



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ANNEXURE ()

OPTION TO RENEW (SPECIAL CONDITION) PART C RESIDENTIAL PROPERTY LEASE

1. If the Tenant (a) has not committed a breach of this Lease that has resulted in the Lessor or Agent serving a breach Notice on the Tenant, and (b) gives the Agent a written notice of exercise of option to the Agent by 4PM on / / ("Option Expiry Time"), then the Lessor grants the Tenant an additional term of

("Additional Term") commencing immediately upon the expiry of the term stipulated in Part A of the Lease ("Term").

2. During the Additional Term the rent will be \$ per week, but otherwise the same conditions of the Lease will apply except for this Option.
3. If the Option is not exercised by the Tenant by written notice before the Option Expiry Time, the option to renew will not apply. Time is of the essence in this clause.

Signature of Tenant(s)

<input type="text"/>	Date <input type="text"/>
<input type="text"/>	Date <input type="text"/>
<input type="text"/>	Date <input type="text"/>

Signature of Lessor /Property Manager of the Premises

<input type="text"/>	Date <input type="text"/>
----------------------	---------------------------

option to renew (special condition) residential property lease



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EXPLANATION OPTION TO RENEW (SPECIAL CONDITION) RESIDENTIAL PROPERTY LEASE

1 TENANT'S OPTION

The Tenant has the Option (a right but not an obligation) to renew the lease for the Additional Term at the rental referred to in the clause.

2 HOW TO EXERCISE

The Tenant must exercise their right by giving written notice to the Property manager of the premises before the Option Expiry Time. If the Tenant does not do so, then the Tenant loses the Option.

3 CAN LESSOR REFUSE

The Lessor cannot refuse to grant a lease for the Additional Term unless (a) the Tenant has breached the lease and the Lessor or Agent has given a breach notice to the Tenant during the Term of the Lease or (b) the Tenant did not give written notice before the Option Expiry Time.

189 07/13

NOTICE OF EXERCISE OF OPTION TO RENEW STANDARD RESIDENTIAL TENANCY AGREEMENT



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC)
FOR USE BY REIWA MEMBERS



To the Property Manager (name)

Rental Management Australia Pty Ltd A.C.N. 160 167 108
t/as Rental Management Australia
23/397 Warnbro Sound Avenue, PORT KENNEDY WA 6172

Tenant (name)

The Tenant hereby exercises the Option to Renew the Lease for

Suburb <input type="text"/>	State <input type="text"/>	Postcode <input type="text"/>

("the Premises") pursuant to the Option to Renew clause in the Lease.

Signature of Tenant(s)

	Date: <input type="text"/> / <input type="text"/> / <input type="text"/>
	Date: <input type="text"/> / <input type="text"/> / <input type="text"/>
	Date: <input type="text"/> / <input type="text"/> / <input type="text"/>

Warning:

This notice must be received by the Property Manager to the agreed date on the option agreement – "Option to Renew", otherwise the Option to Renew will not apply. Time is of the essence.

Section 4



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/ConsumerProtection.

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: _____

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

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

EACH BATHROOM (cont'd)	Clean	Undamaged	Working	Tenant agrees	Comments
power points					
floorcoverings					
bath/taps					
shower/screen/taps					
wash basin/taps					
mirror/cabinet/vanity					
towel rails					
toilet/cistern/seat					
toilet roll holder					
heating/exhaust fan/vent					
LAUNDRY	Clean	Undamaged	Working	Tenant agrees	Comments
doors/doorway frames					
walls/tiles					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
washing machine taps					
exhaust fan/vent					
washing tub					
SECURITY/ SAFETY	Clean	Undamaged	Working	Tenant agrees	Comments
smoke alarms					
electrical safety switch					
keys/other opening devices					
GENERAL	Clean	Undamaged	Working	Tenant agrees	Comments
garden					
lawn/edges					
letterbox/street number					
water tanks/septic tanks					
garbage bins					

GENERAL (con'td)	Clean	Undamaged	Working	Tenant agrees	Comments
paving/driveways					
clothesline					
garage/carport/storeroom					
garden shed					
hot water system					
gutters/downpipes					

Approximate dates when work last done on residential premises:

Painting of premises (external): _____

Painting of premises (internal): _____

Floorcoverings laid: _____

Floorcoverings professionally cleaned: _____

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

Signed by the **LESSOR/PROPERTY MANAGER**

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

Signed by the **TENANT**

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



Notice of Termination

Form 2 – Notice of termination of Residential Tenancy Agreement

To: _____

Of: c/- 23, 397 Warnbro Sound Ave Port Kennedy WA 6172

Resident's Full Name: _____

Resident's Address: _____

Phone: (home) _____ (mobile) _____ (work) _____

Email: _____

Residential Premises: _____

Date of Commencement of the Sterling New Life:

_____/_____/20____

I/We hereby give notice terminating my/our Sterling New Life for the Residential Premises as and from ____/____/20____ being a date which is at least 180 days after the date on which this notice is given to the Lessor in accordance with special conditions 4.2(b) and 4.2(c) in Part D of the Sterling New Life.

Resident _____ / ____/20 ____
Dated _____

Resident _____ / ____/20 ____
Dated _____

Bank account details for redemption payment:

Name of account: _____

Bank: _____

BSB: _____

Account No.: _____



Form 3 – Privacy Act – Resident Information Sheet

PRIVACY POLICY

Sterling First Projects Pty Ltd T/A Sterling New Life

1. Sterling First Projects Pty Ltd T/A Sterling New Life is bound by the National Privacy Principles under the Privacy Act, 1988 and complies with the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Private Sector) Act 2000 (Cth) and has adopted a set of privacy principles in its policy which is consistent with the National Privacy Principles as amended in September 2001 ("NPPs").
2. However, as with all organisations, the NPPs do not apply to personal information of current or former employees contained in employee records when those records are used directly in connection with the employment relationship. Further, it should be noted that some exemptions are contained within the NPPs with respect to matters such as the disclosure of information relating to public health or public safety, the disclosure of information with respect to law enforcement enquiries and the disclosure of particular information relating to legal proceedings and negotiations.
3. If any individual wishes to make an enquiry, or make a complaint about this organisation's activities with respect to privacy and the NPPs, or obtain more information about the way the organisation manages personal information it holds, the individual should make immediate contact with the organisation's designated Privacy Officer, Ryan Jones. That person and the senior management of this organisation can be contacted at the following details: (Any specific communication must be by postal correspondence or via facsimile).

Sterling New Life

23, 397 Warnbro Sound Ave Port Kennedy WA 6172

Postal: PO Box 7299 Secret Harbour WA 6173

Phone: (08) 6267 6048

Fax: (08) 9523 5811

Email: ryan.jones@sterlingfirst.com.au

PRIVACY DISCLOSURE STATEMENT

Sterling First Projects Pty Ltd T/A Sterling New Life

1. Sterling First Projects Pty Ltd T/A Sterling New Life is committed to complying with its obligations under the *Privacy Act, 1988* and the associated Australian Privacy Principles (**APPs**).

Application of the APPs to this organisation

2. We are bound by the APPs either as a consequence of being an organisation with an annual turnover of more than \$3 million or due to



the fact that we derive a benefit, service or advantage by the collection or disclosure of information and opinions about individuals whose identity is apparent or can be ascertained.

3. We will not collect personal information unless it is reasonably necessary for, or directly related to, one or more of our functions or activities.

4. Our designated Privacy Officer is:

Name: Ryan Jones
Email: ryan.jones@sterlingfirst.com.au
Telephone: 08 9523 5800

5. We, through our Privacy Officer, are happy to provide further details as to the extent to which we are required to comply with the APPs should any person wish. Alternatively, further details of the obligations imposed upon organisations under Australia's privacy laws can be obtained directly from the Office of the Australian Information Commissioner (**Commissioner**) or by reference to the APPs and the Commissioner's associated guidelines at www.oaic.gov.au.

The types of information held by this organisation

6. The type of personal information held by us includes the following:
 - names, email addresses, other contact details, residential and mail addresses, gender information, occupation details, and other personal information provided by individuals to the organisation or our service providers in acquiring, using or subscribing to our services;
 - financial information such as assets and liabilities, income and expenses, credit reference information and credit card/banking details;
 - property valuations and details of properties obtained to make, analyse and/or assess those valuations;
 - databases of comparable sales of properties and/or businesses in order to appraise the value of other properties and businesses and in order to assist in the marketing of those properties and businesses;
 - information used with respect to the marketing, sale and/or leasing of real estate properties and/or businesses;
 - information from sellers, buyers, lessors and/or tenants and potential sellers, buyers, lessors and/or tenants of properties and/or businesses;
 - details of properties, owners and tenants used for the purpose of managing the leasing of both commercial and residential properties; references associated with tenancy applications;
 - photographic identification;
 - data obtained from third parties regarding lease applicants' rental histories;
 - data obtained from third parties for use when marketing, selling and leasing real estate properties and businesses.

Ways in which this organisation collects personal information

7. This real estate agency collects personal information:
 - wherever reasonably practicable, directly from the individual with respect to whom the information relates;

- from individuals, agents and representatives (eg lawyers, settlement agents, accountants, financial advisers, banks);
- by buyers, sellers, lessors, tenants or other users of our services or, alternatively, by potential users of those services;
- through our website;
- through publicly available information services (eg social media, local councils, Landgate, telephone white pages, internet records);
- when we are required to collect the information by virtue of legal or regulatory requirements (eg the provisions of the *Real Estate and Business Agents Act, 1978*);
- when individuals participate in competitions or surveys conducted by the organisation (or third parties, on our behalf) including, but not limited to, surveys relating to the quality of our services provided and surveys relating to real estate matters;
- from data bases kept by third parties regarding individual's rental histories;
- from other real estate agents (eg when the organisation is involved in a conjunctural sale of land or when we act for a buyer in a transaction).

The primary purpose for which this organisation holds information

8. We hold the information referred to above for the purpose of enabling us to conduct the services that we provide to our customers, sellers, buyers, lessors and residents, to enable us to market the provision of those services and to conduct our business. In particular:
 - we collect information to enable us to provide services in connection with the sale and/or leasing of properties and/or businesses;
 - we collect information to provide advice to customers and prospective customers with respect to real estate and/or business agency matters;
 - we obtain information from Landgate, to assist us in the valuing, selling and/or leasing of properties and/or businesses;
 - we collect information to assess applications for residential and commercial tenancies;
 - we obtain information to assist us with marketing the services of the agency;
 - we collect information to enable us to advise our clients of additional information or services supplied by us (or by third parties) that may be of interest to them;
 - we provide personal information to our contractors, who provide us with services to assist us with conducting our business;
 - we collect information to enable us to efficiently manage our business;
 - we collect information to assist with our delivery of services via the internet;
 - we provide information to the Real Estate Institute of Western Australia (Inc) and other providers of real estate internet services to enable us to market properties, promote our services and conduct our business through the internet;
 - we collect information for research and statistical purposes.



Right to gain access to personal information held by this organisation and our complaints handling processes

9. Information that is stored by us about an individual is stored in a reasonable state of security.
10. Pursuant to the APPs, persons have certain rights to obtain access to personal information held by us with respect to that individual. Subject to the relevant exemptions contained in the APPs and subject to an individual providing sufficient proof of his or her identity this organisation will provide access to information that it holds relating to an individual. This organisation reserves the right to charge a fee for the provision of this information based on the administrative cost of supplying the information requested. Further details as to these costs and the ability to access information held by us can be obtained by contacting our Privacy Officer.
11. This organisation requests, for the purposes of clarity, that any requests for access to personal information be made in writing addressed to the organisation's Privacy Officer.
12. We will generally provide access to information by providing to the individual concerned copies of relevant documents. Where, for reasons of volume or otherwise, providing copies of documents is not practical, we will make arrangements for the individual concerned to attend at our offices to carry out a physical inspection.
13. Wherever possible, we will provide copies of documents or access to the information that we hold with respect to an individual within 14 days of the receipt of the relevant request. In the case of more complex requests we will endeavour to provide access to the information within a period of 30 days.
14. If individuals believe that information held relating to them is incorrect they are entitled to request, by contacting our Privacy Officer, that we correct that information.
15. Should we believe that we are entitled to refuse a request to access information or to make corrections we will provide written reasons for our decision.
16. If you are dissatisfied with the manner in which we deal with your personal information or should you wish to make a complaint regarding our compliance with privacy laws, please contact our Privacy Officer in writing.

Further information

17. Should any person wish to obtain further information with respect to the type of personal information we hold, the purposes for which we use that information and/or the way in which we manage that information, please contact our Privacy Officer at the contact details set out above.

Changes to our Privacy Policy

18. This document sets our current privacy policy. This policy will be reviewed from time to time and will be maintained in an up-to-date form. Any changes to this policy will be posted on the relevant section of our website.

Form 4 - Management Statement for Multi Key Properties

1. Duties of Resident, proprietor, occupiers, etc.

A Resident of a Residential Premises shall —

- a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and
- b) not use the Residential Premises or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another Residential Premises (whether a proprietor or not) or the family of such an occupier; and
- c) take all reasonable steps to ensure that his or her visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the Resident of another Residential Premises or of any person lawfully using common property; and
- d) take all reasonable steps to ensure that his or her visitors comply with the terms of this document relating to the parking of motor vehicles.

2. Vehicles

A Resident of a Residential Premises shall not park or stand any motor or other vehicle upon common property except with the written approval of the Lessor.

3. Power of proprietor to decorate etc.

A Resident may, without obtaining the consent of the Lessor, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of his lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

4. Obstruction of common property

A Resident of a Residential Premises shall not obstruct lawful use of common property by any person.

5. Damage to lawns, etc., on common property

Except with the approval of the Lessor, a Resident of a Residential Premises shall not —

- a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or
- b) use any portion of the common property for his or her own purposes as a garden.

6. Behaviour of proprietors and occupiers

A Resident of a Residential Premises shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the Resident of another Residential Premises or to any person lawfully using common property.

7. Children playing upon common property in building

A Resident of a Residential Premises shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property

comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. Depositing rubbish, etc., on common property

A Resident of a Residential Premises shall not deposit or throw upon that Residential Premises or any other Residential Premises or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another proprietor, occupier or resident or of any person lawfully using the common property.

9. Drying of laundry items

A Resident of a Residential Premises shall not, except with the consent in writing of the Lessor —

- a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Residential Premises, other than for a reasonable period on any lines provided by the Lessor for the purpose; or
- b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her Residential Premises in such a way as to be visible from outside the Residential Premises.

10. Storage of inflammable liquids, etc.

A Resident of a Residential Premises shall not, except with the approval in writing of the Lessor, use or store upon the Residential Premises or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

11. Moving furniture etc., on or through common property

A Resident of a Residential Premises shall not transport any furniture or large object through or upon common property within the building unless they have first given to the Lessor sufficient notice of his or her intention to do so to enable the Lessor to arrange for its nominee to be present at the time when he does so.

12. Floor coverings

A Resident of a Residential Premises shall ensure that all floor space within the Residential Premises (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the Resident of another Residential Premises.

13. Garbage disposal

A Resident of a Residential Premises —

- a) shall maintain within his or her Residential Premises, or on such part of the common property as may be authorized by the Lessor, in clean and dry condition and adequately covered, a receptacle for garbage;
- b) comply with all local laws relating to the disposal of garbage;

- c) ensure that the health, hygiene and comfort of the Resident of any other Residential Premises is not adversely affected by his or her disposal of garbage.

14. Additional duties of Resident's.

A Resident shall not —

- a) use the Residential Premises that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building;
- b) make undue noise in or about any Residential Premises or common property; or
- c) use any part of the common property for the parking or standing of a caravan, camper van, trailer or marine craft;
- d) park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area or any part of the common property;
- e) use any facility or utility situated within common property for any purpose other than that for which it is specifically intended;

15. ANIMALS AND PETS

- a) All Resident's must ensure that:
 - i) all pets kept on the Resident's Residential Premises do not make unreasonable amounts of noise; and
 - ii) no more than two pets per Resident are kept on a Residential Premises, unless specifically approved otherwise in writing by the Lessor;
 - iii) they comply with all state and local government laws and regulations relating to pets so far as they apply to Residential Premises and Common Area.
- b) If a Resident's quiet enjoyment of his or her lot is disrupted by another Resident's pet that Resident may serve a notice on the Resident of the lot on which the pet is kept requesting that the pet be removed from that Residential Premises.
- c) If the Resident of the Residential Premises refuses to remove the pet from the Residential Premises, the matter shall be referred to the Lessor.

16. Alteration to Residential Premises

A Resident of a Residential Premises shall not alter the structure without written approval from the Lessor, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

17. Appearance of Residential Premises

A Resident of a Residential Premises shall not, without the written consent of the Lessor, maintain within the Premises anything visible from outside the Premises that is not in keeping with the rest of the building.

I/we agree to be bound by these conditions

Resident

____ / ____ / 20 ____

Dated

Resident

____ / ____ / 20 ____

Dated

Authorised Representative of Lessor

____ / ____ / 20 ____

Dated



Form 5 – Utilities Conditions

1. These conditions apply to the payment of the supply and consumption of the Resident's shared utilities, including electricity, water, gas and telecommunications, where applicable.
2. The Resident will pay monthly in arrears by electronic transfer to the Lessor's nominated bank account.
3. The method of calculation for electricity, water and gas is based on the following formula:
Resident's living area / Total living areas on the property listed below x charged amounts from utility providers
4. The method of calculation for telecommunications is based on the following formula:
1 / number of tenantable dwellings on the property listed below x charged amounts from utility providers
5. The monthly amounts paid by the Resident to the Lessor will be reviewed by the Lessor against the actual amounts invoiced by the utility providers at regular intervals and any adjustments will be reported to the Resident.

Resident's Names: _____

Property Address: _____

I/we agree to be bound by these conditions

Resident _____ / _____ / 20 _____
Dated

Resident _____ / _____ / 20 _____
Dated

Authorised Representative of Lessor _____ / _____ / 20 _____
Dated

