

Western Australia

Residential Tenancies Regulations 1989

As at 05 Apr 2007

Version 03-b0-01

Extract from www.slp.wa.gov.au, see that website for further information

Residential Tenancies Regulations 1989

CONTENTS

| | | |
|------|--|----|
| 1. | Citation | 1 |
| 2. | Commencement | 1 |
| 2A. | Terms used in these regulations | 1 |
| 3. | Exemption for retirement villages | 2 |
| 4. | Exemption for certain agreements with squatters | 2 |
| 5. | Exemption for certain agreements under the <i>Land Act 1933</i> | 3 |
| 5A. | Exemption of Homeswest from sections 29(4)(b) and 33 of the Act | 4 |
| 5B. | Exemptions from section 30(1) of the Act | 4 |
| 5C. | Exemptions for employment-linked tenancy agreements | 6 |
| 5D. | Exemption for certain agreements under the <i>Land Administration Act 1997</i> | 6 |
| 5E. | More notice required to terminate certain tenancies | 7 |
| 7. | Applications prescribed for the purposes of section 13A(2)(a) of the Act | 8 |
| 9. | Determination of nearest Magistrates Court | 9 |
| 10. | Scale of costs for section 24 | 9 |
| 10A. | Amount prescribed for section 29(1)(b)(ii) | 9 |
| 11. | Amount prescribed for section 29(2)(a) | 9 |
| 11A. | Period prescribed for section 29(4)(d) | 9 |
| 12. | Information prescribed for section 79(10) | 9 |
| 14. | Information to be given by owner to tenant | 10 |
| 15. | Disposal of unclaimed security bonds | 11 |
| 16. | Definition of “authorised financial institution” — prescribed classes | 12 |

Contents

| | | |
|-----|---|----|
| 17. | Fees prescribed | 12 |
| 18. | Forms | 12 |
| 19. | Matters prescribed for clause 6(1)(b) and (c) of Schedule 1 to the Act | 13 |
| 20. | Infringement notices | 13 |

Schedule 2

***RESIDENTIAL TENANCIES
ACT 1987***

| | | |
|------|---|----|
| 1. | INFORMATION FOR TENANT | 15 |
| 2. | ADVICE, COMPLAINTS AND DISPUTES | 15 |
| 3. | AGREEMENTS THAT BY-PASS THE ACT | 16 |
| 4. | INFORMATION TO BE GIVEN | 16 |
| 5. | USE OF PREMISES | 17 |
| 6. | CHILDREN | 18 |
| *7. | REPAIR AND CLEANLINESS | 18 |
| *8. | URGENT REPAIRS BY TENANT | 19 |
| *9. | FIXTURES, RENOVATIONS, ALTERATIONS AND ADDITIONS | 19 |
| *10. | LOCKS | 20 |
| *11. | ENTRY BY OWNER | 20 |
| 12. | PAYMENTS BY TENANT | 21 |
| 13. | PAYMENT OF RENT | 21 |
| 14. | RENT INCREASE | 22 |
| 15. | SECURITY BOND | 23 |
| *16. | ASSIGNMENT AND SUBLETTING | 24 |
| *17. | RATES, TAXES AND CHARGES | 24 |
| 18. | ENDING A TENANCY | 25 |
| 19. | GIVING OF NOTICES | 27 |

Schedule 3

Schedule 4

FORM 5

FORM 6

FORM 7

**Schedule 5 — Prescribed offences
and modified penalties**

Notes

Compilation table 51

Residential Tenancies Regulations 1989

1. Citation

These regulations may be cited as the *Residential Tenancies Regulations 1989*¹.

2. Commencement

These regulations shall come into operation on the day on which the *Residential Tenancies Act 1987* comes into operation¹.

2A. Terms used in these regulations

In these regulations, unless the contrary intention appears —

“park operator”, in relation to a site-only agreement, means the grantor to the tenant of the rights under the agreement, or the grantor’s successor where the succession is subject to the interest of the tenant;

“relocatable home” means a vehicle or building that is fitted or designed for use as a place of residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on a site in a caravan park;

“residential park” means —

- (a) a caravan park that is operated or required to be operated under a licence issued under the *Caravan Parks and Camping Grounds Act 1995*;

r. 3

- (b) a caravan park operated by a local government under the *Caravan Parks and Camping Grounds Act 1995*; or
- (c) a caravan park that is operated by a public sector body;

“site” means an area of land in a residential park that is set aside for the use of one relocatable home, except such an area that is a lot in relation to a survey-strata scheme under the *Strata Titles Act 1985*;

“site-only agreement” means a residential tenancy agreement under which a park operator grants to the tenant the rights to occupy a site and to keep on the site a relocatable home that is provided by the tenant.

[Regulation 2A inserted in Gazette 24 Dec 2004 p. 6149-50.]

3. Exemption for retirement villages

- (1) Any residential tenancy agreement in respect of premises in a retirement village is a prescribed agreement for the purposes of section 5(2)(g) of the Act.
- (2) In subregulation (1) **“retirement village”** has the same meaning as in the *Retirement Villages Act 1992*.

[Regulation 3 amended in Gazette 8 Jan 1993 p. 29.]

4. Exemption for certain agreements with squatters

- (1) A residential tenancy agreement to which this regulation applies is a prescribed agreement for the purposes of section 5(2)(g) of the Act.

- (2) This regulation applies to a residential tenancy agreement between a local government, management body as defined in section 3(1) of the *Land Administration Act 1997*, or a State Government agency and an occupant of a coastal shack, for the purposes of implementing the Government's policy on the removal of squatters from lands of the Crown, being an agreement —
- (a) entered into with the approval of the Minister for Lands under power conferred by Order under section 33(2) of the *Land Act 1933*²;
 - (aa) entered into with the approval of the Minister for Lands under power conferred by Order under section 46(3)(a) of the *Land Administration Act 1997*; or
 - (b) entered into by a State Government agency under powers conferred by another Act, over lands of the Crown vested in that agency.

[Regulation 4 amended in Gazette 12 Feb 1993 p. 1214;
19 Feb 1999 p. 553.]

5. Exemption for certain agreements under the *Land Act 1933*²

- (1) The Governor, the Minister within the meaning of the *Land Act 1933*², or other person acting on behalf of the Crown in exercise of a specified power is prescribed for the purposes of section 5(2)(f) of the Act.
- (2) In subregulation (1) “**specified power**” means the power to grant or issue a lease or licence under section 32(1) or (2), 38(1), 41A(1), 43, 45A(1), 45B(1), 47(4), 53, 86, 116 or 117, or under Part VI, of the *Land Act 1933*², or under the *War Service Land Settlement Scheme Act 1954*.
- (3) A residential tenancy agreement entered into in pursuance of a direction to lease given under section 33(3)(a) of the *Land Act 1933*² is a prescribed agreement for the purposes of section 5(2)(g) of the Act.

r. 5A

5A. Exemption of Homeswest from sections 29(4)(b) and 33 of the Act

- (1) The State Housing Commission (“Homeswest”) is prescribed under section 6(c) of the Act as an agency to which sections 29(4)(b) and 33 of the Act shall not apply.
- (2) Where a residential tenancy agreement is entered into by The State Housing Commission (“Homeswest”) and a condition of the tenancy is that the tenant will pay a bond by instalments —
 - (a) that agreement is prescribed as a residential tenancy agreement under section 6(a) of the Act; and
 - (b) The State Housing Commission (“Homeswest”) is prescribed as an agency under section 6(c) of the Act,to which sections 29(1)(a) and 29(4)(a) of the Act shall not apply.

[Regulation 5A inserted in Gazette 13 Dec 1991 p. 6154; amended in Gazette 30 Dec 1994 p. 7231-2.]

5B. Exemptions from section 30(1) of the Act

- (1) A residential tenancy agreement in which —
 - (a) an employer specified in the Table to this subregulation acts in the capacity of the owner of the residential premises; and
 - (b) an employee of an employer specified in the Table to this subregulation is a tenant under that agreement,is prescribed under section 6(a) of the Act as a residential tenancy agreement to which section 30(1) of the Act shall not apply.

Table

The Electricity Generation Corporation
The Electricity Networks Corporation
The Electricity Retail Corporation
The Regional Power Corporation
The Western Australian Government Railways Commission ³

- (2) The premises set out in the Table to this subregulation are prescribed under section 6(b) of the Act as premises to which section 30(1) of the Act shall not apply.

Table

“Butler’s Cottage”, Government House, 7-21 St. George’s Terrace, Perth

- (3) The agencies set out in the Table to this subregulation are prescribed under section 6(c) of the Act as agencies to which section 30(1) of the Act shall not apply.

Table

The Agriculture Protection Board of Western Australia
The Government Employees’ Housing Authority (G.E.H.A.)
The King’s Park Board
The State Housing Commission (“Homeswest”)
The Western Australian Department of Agriculture⁴
The Western Australian Main Roads Department⁵
The Western Australian Meat Commission⁶
The Western Australian Ministry of Sport and Recreation⁷

- (4) A residential tenancy agreement —
- (a) in which the Crown, or a person or agency who acts on behalf of the Crown, acts in the capacity of the owner of residential premises; and
 - (b) under which an officer of the Public Service employed in a department specified in the Table to this subregulation is a tenant,

is prescribed under section 6(a) of the Act as a residential tenancy agreement to which section 30(1) of the Act shall not apply.

Table

The Health Department of Western Australia⁸
[Regulation 5B inserted in Gazette 6 Apr 1990 p. 1701; erratum in Gazette 12 Apr 1990 p. 1907; amended in Gazette

r. 5C

14 Jun 1991 p. 2872-3; 13 Dec 1991 p. 6153; 31 Mar 2006 p. 1351-2.]

5C. Exemptions for employment-linked tenancy agreements

- (1) A residential tenancy agreement by which —
- (a) an employer grants to an employee a right to occupy premises;
 - (b) employment with that employer is a condition of the employee having that right;
 - (c) the rent is calculated as a proportion of the employee's salary or wage; and
 - (d) the employee receives a pay slip or salary advice detailing the rent component deducted from the wage or salary,

is prescribed under section 6(a) of the Act as a residential tenancy agreement to which section 30(1) of the Act shall not apply.

- (2) If the method of payment of rent under a residential tenancy agreement described in subregulation (1) is by direct deduction of a percentage of the employee's wage or salary by the employer, that residential tenancy agreement is also prescribed under section 6(a) of the Act as a residential tenancy agreement to which section 33 of the Act shall not apply.

[Section 5C inserted in Gazette 9 Sep 1994 p. 4629.]

5D. Exemption for certain agreements under the *Land Administration Act 1997*

- (1) The Minister for Lands in the exercise of a specified power is prescribed for the purposes of section 5(2)(f) of the Act.
- (2) In subregulation (1) —
- “specified power”** means the power to grant or issue a lease or licence under section 47, 48, 79, 80, 85, or under Part 7, of the *Land Administration Act 1997*.

[Regulation 5D inserted in Gazette 19 Feb 1999 p. 554.]

5E. More notice required to terminate certain tenancies

- (1) The modifications set out in subsections (2) and (3) are prescribed for the purposes of section 6(a) and (b) of the Act.
- (2) Section 63 applies to a site-only agreement for a periodic tenancy that has continued for 3 months or longer as if —
 - (a) a reference to an owner were a reference to the park operator;
 - (b) a reference to an agreement were a reference to the site-only agreement;
 - (c) the reference to a contract for sale of the premises were a reference to a contract for sale of the residential park, or for sale of a part of the residential park that includes the site that the tenant is entitled to occupy under the site-only agreement;
 - (d) the reference to vacant possession of the premises were a reference to vacant possession of the site that the tenant is entitled to occupy under the site-only agreement; and
 - (e) the reference in section 63(2) to 30 days were a reference to 60 days.
- (3) Section 64 applies to a site-only agreement for a periodic tenancy that has continued for 3 months or longer as if —
 - (a) a reference to an owner were a reference to the park operator;
 - (b) a reference to an agreement were a reference to the site-only agreement; and
 - (c) the reference in section 64(2) to 60 days were a reference to 120 days.

[Regulation 5E inserted in Gazette 24 Dec 2004 p. 6150-1.]

[6. *Repealed in Gazette 29 Apr 2005 p. 1772.]*

r. 7

7. Applications prescribed for the purposes of section 13A(2)(a) of the Act

- (1) The following applications are prescribed for the purposes of section 13A(2)(a) of the Act —
- (a) an application under section 73(1) of the Act;
 - (b) an application under section 77(1) of the Act;
 - (c) an application under section 79(10) of the Act;
 - (d) an application under section 79(12) of the Act;
 - (e) an application under Schedule 1 clause 8(1) of the Act;
 - (f) any other application under the Act that is not an application in respect of which a party objects to a registrar of the Magistrates Court exercising the court's jurisdiction.

[(2) repealed]

- (3) The registrar shall not —
- (a) exercise the power in section 25 of the Act; or
 - (b) issue a warrant under section 20(d) of the Act without the approval in writing of a magistrate.
- (4) The registrar may at any time adjourn the hearing or determination of any matter and —
- (a) seek directions or further directions from; or
 - (b) refer the matter for hearing or determination by,
- the Magistrates Court constituted by a magistrate.

[Regulation 7 amended in Gazette 16 Jun 1995 p. 2318; 29 Apr 2005 p. 1772-3.]

[8. Repealed in Gazette 29 Apr 2005 p. 1773.]

9. Determination of nearest Magistrates Court

For the purposes of section 13A(3) of the Act, the distance of the court from any premises is the distance by the most direct route using roads open to the public.

[Regulation 9 amended in Gazette 29 Apr 2005 p. 1773.]

10. Scale of costs for section 24

Where a competent court awards costs under section 24 of the Act it shall do so, so far as the circumstances will allow, on the basis of any relevant legal costs determination within the meaning of the *Legal Practice Act 2003*.

[Regulation 10 amended in Gazette 19 Apr 2005 p. 1298; 29 Apr 2005 p. 1773.]

10A. Amount prescribed for section 29(1)(b)(ii)

For the purposes of section 29(1)(b)(ii) of the Act, the amount of \$100 is prescribed.

[Regulation 10A inserted in Gazette 16 Jun 1995 p. 2318.]

11. Amount prescribed for section 29(2)(a)

The amount of \$500 is prescribed for the purposes of section 29(2)(a) of the Act.

11A. Period prescribed for section 29(4)(d)

The period of 28 days from the day on which the security bond is paid in accordance with Schedule 1 to the Act is prescribed for the purposes of section 29(4)(d) of the Act.

[Regulation 11A inserted in Gazette 25 Jun 1996 p. 2905.]

12. Information prescribed for section 79(10)

The following information is prescribed as that to be provided by an owner who makes an application under section 79(10) of the Act —

r. 14

- (a) the name and address of the owner;
- (b) the name of the former tenant;
- (c) for each item sold under section 79(8) of the Act —
 - (i) a short description of the item;
 - (ii) the amount received for the item; and
 - (iii) the day on which it was sold;
- (d) particulars of the amount claimed by the owner for —
 - (i) the cost of removing, storing and selling the goods; and
 - (ii) money owing by the tenant under the former tenancy agreement.

[13. Repealed in Gazette 30 Mar 2007 p. 1452.]

14. Information to be given by owner to tenant

- (1) The information set out in the form in Schedule 2 is prescribed for the purposes of section 88(2)(c) of the Act.
- (2) An owner commits an offence if he enters into a residential tenancy agreement without giving a copy of the form in Schedule 2 to the person who is the tenant under the agreement.
Penalty: \$100.
- (3) For the purposes of subregulation (2), the form —
 - (a) may be given by an agent of the owner;
 - (b) shall be given not later than the time when the residential tenancy agreement is entered into.
- (4) The form in Schedule 2 may be printed as a booklet, and references in subregulations (2) and (3) to the form include references to such a booklet.
- (5) Subregulation (2) does not apply where a residential tenancy agreement is renewed or extended and there is no change in the parties under the agreement.

[Regulation 14 amended in Gazette 25 Jun 1996 p. 2905.]

15. Disposal of unclaimed security bonds

- (1) This regulation applies where a bond holder has reason to believe that 6 months have elapsed since the termination of a residential tenancy agreement and a security bond held in respect of that agreement —
 - (a) has not been paid in accordance with an application under clause 5(1)(a) or 7(1)(a) or (3)(a) of Schedule 1 to the Act, as the case may require; or
 - (b) has not been the subject of an application under clause 8 of that Schedule.
- (2) Where this regulation applies, the bond holder shall give notice in writing to the owner and the tenant in whose names the security bond is held —
 - (a) informing them that the bond holder has reason to believe that 6 months have elapsed since the termination of the residential tenancy agreement and that the security bond has not been dealt with in accordance with the Act;
 - (b) inviting them to apply under the Act for disposal of the security bond; and
 - (c) notifying them that if the security bond is still in the hands of the bond holder after 60 days from the date of the notice the amount will be paid to the Unclaimed Security Bond Account.
- (3) If after 60 days from the date of a notice under subregulation (2) the security bond is still in the hands of the bond holder, the bond holder shall pay the amount to the Unclaimed Security Bond Account.
- (4) A security bond that remains in the Unclaimed Security Bond Account at the expiration of 6 years from the day on which it is paid into that account shall be paid into the Consolidated Revenue Fund.

r. 16

- (5) Clauses 5(1), (2) and (3) and 8 of Schedule 1 to the Act apply to a security bond while it is in the Unclaimed Security Bond Account.
- (6) For the purposes of this regulation, the chief executive officer of the Crown Law Department⁹ shall establish in the Residential Accommodation Fund referred to in clause 3 of Schedule 1 to the Act an account called the Unclaimed Security Bond Account.
- (7) In this regulation —
- “**bond holder**” means the bond administrator or an authorised financial institution as defined in Schedule 1 of the Act;
- “**security bond**” includes part of a security bond;
- “**Unclaimed Security Bond Account**” means the account established under subregulation (6).

[Regulation 15 amended in Gazette 25 Jun 1996 p. 2905.]

16. Definition of “authorised financial institution” — prescribed classes

For the purposes of the definition of “authorised financial institution” in clause 1 of Schedule 1 to the Act, the following classes of bodies are prescribed —

- (a) the class that consists of all banks; and
- (b) the class that consists of all societies.

[Regulation 16 inserted in Gazette 25 Jun 1996 p. 2905.]

17. Fees prescribed

The fees set out in the third column of Schedule 3 are payable for the matters set out in the second column of that Schedule.

[Regulation 17 amended in Gazette 29 Apr 2005 p. 1773.]

18. Forms

The forms set out in Schedule 4 are prescribed in relation to the matters specified in those forms.

[Regulation 18 inserted in Gazette 22 Sep 2006 p. 4127.]

19. Matters prescribed for clause 6(1)(b) and (c) of Schedule 1 to the Act

- (1) For the purposes of clause 6(1)(b) of Schedule 1 to the Act, the interest rate is 70% of the relevant bank accepted bills rate calculated on a daily basis.
- (2) For the purposes of clause 6(1)(c) of Schedule 1 to the Act —
 - (a) interest is to be paid to the Rental Accommodation Fund within 5 working days of the end of each month; and
 - (b) the day on which a security bond or part of a security bond is paid to the tenant or the owner is prescribed as the time for payment to the tenant of the amount representing interest above the prescribed rate.
- (3) In subregulation (1) —

“relevant bank accepted bills rate” means the 30 day bank accepted bills rate as published in Table F.1 of the “Reserve Bank of Australia Bulletin” for the month that is 2 months before the month in respect of which the interest is to be paid.

(For example, the relevant bank accepted bills rate for May is the 30 day bank accepted bills rate for March.)

[Regulation 19 inserted in Gazette 25 Jun 1996 p. 2906.]

20. Infringement notices

- (1) The offences specified in Schedule 5 are offences for which an infringement notice may be issued under Part 2 of the *Criminal Procedure Act 2004*.
- (2) The modified penalty specified opposite an offence in Schedule 5 is the modified penalty for that offence for the purposes of section 5(3) of the *Criminal Procedure Act 2004*.

r. 20

- (3) The Commissioner may, in writing, appoint persons or classes of persons to be authorised officers or approved officers for the purposes of Part 2 of the *Criminal Procedure Act 2004*.
- (4) The Commissioner is to issue to each authorised officer a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices.

[Regulation 20 inserted in Gazette 22 Sep 2006 p. 4127.]

[Schedule 1 repealed in Gazette 30 Mar 2007 p. 1452.]

Schedule 2

[reg. 14]

RESIDENTIAL TENANCIES ACT 1987

1. INFORMATION FOR TENANT

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* deal with residential tenancy agreements. The main provisions of the Act and Regulations relating to owners' and tenants' rights and duties are summarised below. Full details may be seen in the Act and Regulations, copies of which can be purchased from the State Law Publisher†.

[Clause 1 amended in Gazette 25 Jun 1996 p. 2906.]

2. ADVICE, COMPLAINTS AND DISPUTES

Department of Consumer and Employment Protection

The Act allows the Commissioner for Fair Trading¹⁰ to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Consumer and Employment Protection may be contacted by telephone or by visiting the Department's main office in Perth or in Albany, Bunbury, Geraldton, Kalgoorlie or Karratha.

The tenant should generally approach the owner or his agent to solve any problem before approaching the Department of Consumer and Employment Protection. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

Hearing of disputes

If a dispute between an owner and a tenant has to be decided by a court it has to be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bonds under Schedule 1 clause 8 of the Act and other matters that do not involve a claim over \$10 000. The matters it can hear and determine are minor cases and must be dealt with by the minor case procedure in the Magistrates Court.

cl. 3

If a person is claiming over \$10 000, other than in an application relating to a bond referred to in the previous paragraph, the claim must be brought in a court, such as the Supreme Court, District Court or Magistrates Court, that is competent to hear and determine a claim founded on contract for the amount of the claim. If the claim is dealt with in the Magistrates Court, the parties to the application may consent in writing (which consent is irrevocable) to the proceedings being heard and determined by the minor case procedure.

[Clause 2 amended in Gazette 25 Jun 1996 p. 2907; 29 Apr 2005 p. 1773-4.]

3. AGREEMENTS THAT BY-PASS THE ACT

The Act permits the owner and the tenant to contract out of some parts of the Act if the tenancy agreement is in writing and signed by the owner and the tenant. *This applies to the clauses and paragraphs below marked with an asterisk.*

In addition a competent court may make an order excluding or varying a provision of the Act.

Apart from these cases it is an offence (maximum fine — \$2 000) to make an agreement to prevent the operation of the Act.

[Clause 3 amended in Gazette 25 Jun 1996 p. 2907; 29 Apr 2005 p. 1774.]

4. INFORMATION TO BE GIVEN

THE OWNER OR THE OWNER'S AGENT must give to the tenant —

- (a) a copy of this form or booklet, before or at the time the tenancy agreement is entered into;
- (b) a copy of any written tenancy agreement at the time it is signed by the tenant; and
- (c) a further copy of any written tenancy agreement after it has been signed by both parties normally within 21 days after the date when the agreement is signed and delivered by the tenant.

AN OWNER who is an individual must ensure that the tenant is notified in writing of the full name and address of the owner and of any head lessor.

If the premises are managed by a licensed real estate agent, an owner can notify the tenant of the agent's address instead of the owner's address.

AN OWNER that is a corporation must ensure that the tenant is notified in writing of the name and address of the secretary of the corporation.

If ownership of premises changes during the tenancy, these requirements also apply to a new owner.

A tenant must be notified in writing within 14 days of any change in the details previously notified by the owner.

A TENANT must —

- (a) not give a false name or place of occupation;
- (b) notify the owner of any change of the tenant's place of occupation during the tenancy; and
- (c) give the owner a forwarding address at the end of the tenancy.

[Clause 4 inserted in Gazette 25 Jun 1996 p. 2907-8.]

5. USE OF PREMISES

THE OWNER must make sure that —

- *(a) on the day on which it is agreed that the tenant will move in, the premises are vacant;
- (b) the tenant has quiet enjoyment of the premises which means that the owner must not interfere with the tenant's privacy or use of the premises. This does not apply to situations where the owner is exercising his or her right of entry.

THE TENANT must not —

- *(a) use the premises or permit them to be used for any illegal purpose; or
- *(b) do anything on the premises or permit someone else entering the premises with the tenant's permission to do anything on

cl. 6

them that causes a nuisance, (e.g. a noise that disturbs neighbours).

[Clause 5 amended in Gazette 25 Jun 1996 p. 2908.]

6. CHILDREN

NO PERSON can —

- (a) refuse a tenancy;
- (b) state an intention to refuse a tenancy; or
- (c) cause or instruct another person to refuse a tenancy,

on the ground that a child will live on the premises. There is an exception where a person's own home is being let or where the owner or the agent of the owner lives in the premises next door.

***7. REPAIR AND CLEANLINESS**

THE OWNER —

- (a) must make sure that the premises and chattels are in a reasonably clean condition at the beginning of the tenancy;
- (b) must maintain the premises and chattels in good repair; and
- (c) must comply with any law relating to buildings, health or safety.

THE TENANT —

- (a) must keep the premises and chattels in a reasonably clean condition;
- (b) must take care to avoid damage to the premises and chattels; and
- (c) must give notice to the owner of any damage to the premises or chattels as soon as practicable but at the latest within three (3) days.

In this clause and in clause 8 “**chattels**” includes furniture, household appliances and other household items provided with the premises for use by the tenant.

[Clause 7 amended in Gazette 25 Jun 1996 p. 2908.]

***8. URGENT REPAIRS BY TENANT**

THE OWNER is required to compensate the tenant for the reasonable cost of urgent repairs to the premises or chattels if —

- (a) there is likely to be injury, property damage or real inconvenience to the tenant if the repairs are not done;
- (b) the tenant did not cause the problem by failing to keep to the agreement;
- (c) the tenant made a reasonable attempt to notify the owner that the tenant would be arranging the repairs; and
- (d) where by law the repairs must be carried out by a licensed tradesman, the work is done by such a person and the tradesman's report as to the cause of the problem is given to the owner.

Examples of urgent repairs are any work necessary to repair —

- (i) a burst water service;
- (ii) a broken hot water service;
- (iii) a sewerage blockage;
- (iv) a broken sewerage fitting;
- (v) a serious roof leak;
- (vi) a gas leak;
- (vii) an electrical fault likely to cause damage to property or to endanger human life;
- (viii) flooding;
- (ix) a fault in a lift in the rented premises;
- (x) substantial damage caused by flooding, storm or fire;
- (xi) a broken refrigerator or washing machine where these are included in the tenancy.

[Clause 8 amended in Gazette 25 Jun 1996 p. 2908.]

***9. FIXTURES, RENOVATIONS, ALTERATIONS AND ADDITIONS**

THE TENANT —

cl. 10

- (a) may be forbidden by the agreement to renovate or alter the premises or to put in fixtures;
- (b) must obtain the owner's consent if the agreement allows the tenant to do any of those things with consent of the owner.

If paragraph (b) applies —

- (i) the owner must consent unless there is good reason not to do so;
- (ii) the tenant may, at the end of the agreement, remove any fixture unless the removal would cause damage that could not be repaired; and
- (iii) the tenant must repair any damage caused by the removal of a fixture or compensate the owner, whichever the owner chooses.

[Clause 9 amended in Gazette 25 Jun 1996 p. 2908.]

***10. LOCKS**

THE OWNER must provide and maintain locks or otherwise secure the premises and NEITHER THE OWNER NOR THE TENANT may change or install any lock without the consent of the other. The consent must be given at, or immediately before, the time when the work is done.

***11. ENTRY BY OWNER**

THE OWNER may only enter the premises —

- (a) with the permission of the tenant given at or immediately before the time of entry; or
- (b) in an emergency; or
- (c) for any purpose, if at least 7 and not more than 14 days' notice is given; or
- (d) to collect rent if the agreement allows for rent to be paid weekly or less frequently and permits collection at the premises; or
- (e) for an inspection at the time of a rent collection referred to in (d) but not more than once every 4 weeks; or

- (f) to carry out or inspect necessary repairs after giving at least 72 hours' notice; or
- (g) after giving reasonable notice, to show the premises to prospective tenants on a reasonable number of occasions during the 21 days before the end of an agreement; or
- (h) after giving reasonable notice, to show the premises to prospective purchasers on a reasonable number of occasions.

Except where (a) or (b) applies the owner must only enter at a reasonable hour.

12. PAYMENTS BY TENANT

A TENANT is not required to make any payment in connection with a residential tenancy except —

- (a) rent;
- (b) a security bond;
- (c) a payment for an option to take a tenancy;
- [(d) deleted]*
- (e) a payment authorised by the Act or regulations.

*The cost of any written agreement must be paid by the owner.

A tenancy agreement cannot contain provision for a penalty or damages or extra payments if the tenant fails to keep to the agreement. If an agreement allows a reduced rent so long as the tenant keeps to the agreement, the owner cannot charge any higher rent even if the tenant breaks the agreement.

[Clause 12 amended in Gazette 25 Jun 1996 p. 2909; 30 Mar 2007 p. 1452.]

13. PAYMENT OF RENT

NO PERSON may ask for —

- (a) more than 2 weeks' rent to be paid before or during the first 2 weeks of a tenancy agreement;
- (b) any rent to be paid until the period covered by the previous payment is finished; or

cl. 14

- (c) a post-dated cheque or other such instrument in payment of rent.

A PERSON who receives rent must see that a receipt is given within 3 days (not including weekends and holidays) of receiving the payment, which must show —

- (i) the date paid;
- (ii) who paid the rent;
- (iii) the amount paid;
- (iv) the premises for which it is paid; and
- (v) the period covered by the payment.

This does not apply if under the agreement the rent is paid into an account in a bank, building society etc.

If rent is paid to a real estate agent, the agent is required by the *Real Estate and Business Agents Act 1978* to give a receipt immediately, except where payment is received by electronic transfer.

[Clause 13 amended in Gazette 25 Jun 1996 p. 2908.]

14. RENT INCREASE

THE OWNER may not increase the rent unless —

- (a) 60 days' notice is given; and
- (b) not less than 6 months has passed since the tenancy commenced or since the last increase.

In addition —

- (a) in the case of a tenancy for a fixed period, there can be no increase unless the agreement allows an increase during that period; and
- (b) in the case of any tenancy, rent increases may be excluded or limited by the agreement.

THE TENANT must not fail to pay rent with the intention that the owner will take the rent from the security bond.

EXCESSIVE RENTS are dealt with in the Act but the provision only applies where the tenant is not getting the benefits which the owner

agreed to provide or where the owner puts the rent up with the motive of getting rid of the tenant.

[Clause 14 amended in Gazette 25 Jun 1996 p. 2909.]

15. SECURITY BOND

NO PERSON may demand or accept a security bond which amounts to more than 4 weeks' rent (plus \$100 if the tenant is to keep a cat or a dog on the premises); but there is no limit on the amount of the bond where —

- (a) the premises have been the owner's principal residence for the previous 3 months; or
- (b) the weekly rent exceeds \$500.

A PERSON who receives a security bond must —

- (a) immediately give a receipt showing —
 - (i) the date paid;
 - (ii) who paid it;
 - (iii) the amount paid; and
 - (iv) the premises for which it is paid;
- (b) pay the security bond within 14 days, or in the case of a real estate agent as soon as practicable after receiving the bond, to either —
 - (i) the Bond Administrator; or
 - (ii) an authorised financial institution to be held in an account in the names of the owner and the tenant entitled "Tenancy Bond Account" or, if paid by a real estate agent, in an account in the name of the agent entitled "Tenancy Bond Trust Account";

and

- (c) within 28 days of paying the security bond to the Bond Administrator or an authorised financial institution, give to the person who paid the bond a copy of the record of payment in the form contained in Schedule 4 to the *Residential Tenancies Regulations 1989* showing —
 - (i) the date on which the amount was paid;
 - (ii) the amount paid; and

cl. 16

- (iii) in the case of payment to an authorised financial institution, the name of the financial institution and the name and number of the account into which the amount was paid.

Bond money will be held in the name of the owner and the tenant and will only be paid out if the owner and the tenant apply jointly, and failing that, the owner or the tenant must apply to a competent court for an order as to how the money is to be paid out.

INTEREST earned on bond money will be paid into an account called “the Rental Accommodation Fund” and can be used to fund the cost of administering the Act and educating people about the Act and for public housing.

[Clause 15 amended in Gazette 9 Sep 1994 p. 4629; 25 Jun 1996 p. 2909-10; 29 Apr 2005 p. 1774.]

***16. ASSIGNMENT AND SUBLETTING**

- (a) If an agreement allows the tenant to assign the tenant’s interest (i.e. pass the tenancy on to someone else) or sublet (i.e. let someone else use the premises) with the consent of the owner, the owner must not refuse to consent without good reason or charge any fee for consenting apart from any reasonable expenses.
- (b) An agreement may allow a tenant to assign or sublet without the owner’s consent, OR may completely rule out any assignment or subletting.

If the agreement does not contain one of the provisions mentioned in (b), then the provision mentioned in (a) automatically applies.

***17. RATES, TAXES AND CHARGES**

THE OWNER must pay any rates, taxes and charges for the premises, other than charges for water consumption.

A tenancy agreement may require that the tenant pay in full, or in part, the charges for water consumption.

[Clause 17 inserted in Gazette 25 Jun 1996 p. 2910.]

18. ENDING A TENANCY

Tenancy for fixed period

If the tenancy is for a fixed period it cannot usually be brought to an end by notice before the end of that period. *Only paragraphs (a), (b) and (f) below apply to these tenancies.*

Tenancy not for fixed period

In these cases, either the owner or the tenant may bring the agreement to an end by giving notice in writing under one of the paragraphs below.

Form of notice

Notice given by the owner must be in the form contained in Schedule 4 to the *Residential Tenancies Regulations 1989*. Notice given by a tenant does not need to follow any particular form but must be signed and must identify the premises and show the date on which the tenant will leave.

When tenancy may be ended

Breach of agreement (other than non-payment of rent)

- (a) If a tenant does not keep his or her part of the agreement except for not paying rent, the owner may give a notice (“**the first notice**”) requiring that the matter be put right.

If the tenant does not put the matter right, then not less than 14 days after the first notice was given the owner may give another notice (“**the second notice**”) to the tenant ending the tenancy not less than 7 days after the second notice is given.

Breach of agreement (non-payment of rent)

- (b) If a tenant does not pay rent due under the agreement or gives a bad cheque in payment of rent due under the agreement, the owner may either —
- (i) give a notice (“**the first notice**”) to the tenant requiring payment of the outstanding rent and, if the rent is not paid, give another notice (“**the second notice**”) to the tenant, not less than 14 days after the first notice was given, ending the tenancy not less than 7 days after the second notice is given; or

cl. 18

- (ii) on the day after the rent was due or on the dishonouring of the cheque, give notice to the tenant ending the tenancy not less than 7 days after the notice is given.

In the case of (ii) the tenancy does not end if the tenant pays the rent due under the agreement before the day specified in the notice for vacation of the premises. In addition, an application by the owner to a competent court to end the tenancy cannot be continued if the tenant pays the rent due together with the amount of any court application fee at least one day before the scheduled court hearing.

Sale of the rented premises

- (c) Except where paragraph (ca) applies, if an owner sells the premises and has to give vacant possession to the purchaser, the owner may give notice to the tenant ending the tenancy not sooner than 30 days after the notice is given.
- (ca) If the operator of a residential park sells park premises that include a site occupied by a tenant under a site-only agreement for a periodic tenancy that has continued for 3 months or longer, the park operator may give notice to the tenant ending the tenancy, but must not require the tenant to give vacant possession of the site sooner than 60 days after the notice is given.

Notice without reason, owner

- (d) Except where paragraph (da) applies, an owner may, without giving any reason, give notice to the tenant ending the tenancy not sooner than 60 days after the notice is given.
- (da) Where a tenant occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer, the operator of the residential park may, without giving any reason, give notice to the tenant ending the tenancy, but must not require the tenant to give vacant possession of the site sooner than 120 days after the notice is given.

Notice without reason, tenant

- (e) A tenant may, without giving any reason, give notice to the owner ending the tenancy not sooner than 21 days after the notice is given.

Property uninhabitable

- (f) If the property is wholly or partly destroyed or cannot be lived in or is taken over by any authority by legal process, the tenant may give 2 days' notice, or the owner may give 7 days' notice, ending the tenancy.

Competent court's order

Where an owner ends a tenancy by giving notice, or a fixed term tenancy comes to an end, and the tenant does not leave the premises, the owner may apply to a competent court for an order for possession.

The owner or the tenant may also apply to a competent court to have a tenancy brought to an end under certain circumstances covered by the Act other than those set out above.

The owner is never permitted to force the tenant out of the premises without an order from the court.

Goods left behind

There are detailed provisions in the Act about what is to be done with goods that are left behind by a tenant at the end of a tenancy. Information about those provisions can be obtained by contacting the Department of Consumer and Employment Protection. Apart from those provisions the owner cannot seize the tenant's furniture or other goods as compensation for rent owing.

[Clause 18 amended in Gazette 25 June 1996 p. 2910-11; 24 Dec 2004 p. 6151; 29 Apr 2005 p. 1773 and 1774.]

19. GIVING OF NOTICES

A notice under the Act can be given —

- (a) to any person by handing or posting it to the person;
- (b) to a tenant, by giving it to —
 - (i) someone living in the rented premises who appears to be over 16; or
 - (ii) the person who usually pays the rent;

cl. 19

- (c) to the owner, by giving it to —
 - (i) the owner's agent;
 - (ii) someone living with the owner who appears to be over 16; or
 - (iii) the person who usually receives the rent.

Where there are 2 or more owners or tenants notice need only be given to one of them.

† Address at time of printing: 10 William Street, Perth.

Schedule 3

| | |
|--|-----------|
| | [reg. 17] |
| | \$ |
| 1. (a) Filing of an application under the Act by — | |
| (i) a financially disadvantaged person | 19.50 |
| (ii) any other person | 26.50 |
| (b) In sub-Item (a)(i) “ financially disadvantaged person ” means — | |
| (i) a person who produces, or in respect of whom there is produced, to a registrar of the court evidence to the satisfaction of the registrar showing that the person holds a Health Care Card, a Health Benefit Card, or a Pensioner Health Benefit Card issued by the Department of Social Security or the Department of Veteran’s Affairs of the Government of the Commonwealth; or | |
| (ii) a person who satisfies the registrar that he is, by reason of his financial circumstances, unable to pay the prescribed fee. | |
| 2. Filing under clause 8(3) of Schedule 1 to the Act of a notice of intention to dispute | 18.00 |
| <i>[(3) deleted]</i> | |
| 4. Search of an application — | |
| (a) by a reporting service approved by the Attorney General | 00.60 |
| (b) by any other person | 04.00 |
| 5. Photocopy of any document — | |
| (a) not exceeding 4 pages | 03.00 |
| (b) 5 pages or more | 00.70 |
| | per page |
| 6. Certification that document is a true copy, for each document | 03.00 |

[Schedule 3 amended in Gazette 29 Apr 2005 p. 1774-5.]

Schedule 4

[reg. 18]

FORM 1

RESIDENTIAL TENANCIES ACT 1987

Section 29(4)(c)

RECORD OF PAYMENT OF SECURITY BOND

A. ADDRESS OF RENTED PREMISES

.....
.....
.....
(Suburb) (Postcode)

B. NAME OF TENANT(S)

Family Name Given Name Initial

.....
.....
.....

C. NAME AND ADDRESS OF OWNER(S)

Family Name Given Name Initial

.....
.....
.....

Address

.....
.....
.....
(Suburb) (Postcode)

Business Ph. No. Private Ph. No.

D. NAME AND ADDRESS OF AGENT (IF APPLICABLE)

Name/Business Name

.....
.....

Address

.....
.....
.....

(Suburb)

(Postcode)

Business Ph. No.Private Ph. No.

E. DETAILS OF PAYMENT

Amount of security bond \$.....

Date paid to bond holder

F. DETAILS OF BOND HOLDER

The security bond is held by —

*The bond administrator.....

(Address)

*.....

(Name of authorised financial institution)

.....

(Branch)

(Account name and number)

(*Delete as appropriate)

Note: The tenant must be given a copy of this form within 28 days of the lodgement of the security bond.

[Form 1 inserted in Gazette 25 Jun 1996 p. 2911-12.]

FORM 1A

RESIDENTIAL TENANCIES ACT 1987

Section 61(a)

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

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

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

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

.....
(Address of rented premises)

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

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

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

DATE: SIGNED:
(Owner/agent)

ADDRESS:
.....POST CODE:

IMPORTANT INFORMATION FOR TENANTS

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

- You should contact the owner or the owner's agent immediately to try and resolve this matter.
- You should seek advice immediately if you do not understand this notice or if you require further information.

[Form 1A inserted in Gazette 25 Jun 1996 p. 2412-13.]

FORM 1B

RESIDENTIAL TENANCIES ACT 1987

Section 61(a)

NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

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

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

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

.....
(Address of rented premises)

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

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

DATE: SIGNED:
(Owner/agent)

ADDRESS:
.....POST CODE:

IMPORTANT INFORMATION FOR TENANTS

- The owner is seeking to terminate your residential tenancy agreement and requires you to vacate the premises on the date specified in this notice.
- If you pay the rent due under the residential tenancy agreement in full before the date specified in this notice, you do not need to vacate the premises and no further action will be taken.
- If you do not pay the rent due under the agreement in full and do not vacate the premises, the owner may apply to court for an order terminating your residential tenancy agreement and requiring you to vacate the premises.
- The owner cannot continue an application for a court order if you pay to the owner the rent due under the residential tenancy agreement together with the court application fee in full not less than one day before the court hearing.

- You should contact the owner or the owner's agent immediately to try and resolve this matter.
- You should seek advice immediately if you do not understand this notice or if you require further information.

[Form 1B inserted in Gazette 25 Jun 1996 p. 2913-14.]

FORM 1C
RESIDENTIAL TENANCIES ACT 1987
Section 61(a)

NOTICE OF TERMINATION

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

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

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

.....
(Address of rented premises)

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

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

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

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

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

B. (1) This notice of NOT LESS THAN 30 DAYS is given to you on the ground that the owner has entered into a contract for sale of the premises and under the contract he or she is required to give vacant possession of the premises. (See section 63 of the *Residential Tenancies Act 1987*.)

(Notes:

1. *This notice cannot be given during the term of a fixed term residential tenancy agreement.*

2. *This notice cannot be given to a tenant who occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer.*)

- (2) This notice of NOT LESS THAN 60 DAYS is given to you on the ground that the park operator has entered into a contract for sale of residential park premises and under the contract the park operator is required to give vacant possession of the premises. (See section 63 of the *Residential Tenancies Act 1987* as modified by regulation 5E(2) of the *Residential Tenancies Regulations 1989*.)

(Note: This notice can be given to a tenant who occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer.)

- C. (1) This notice of NOT LESS THAN 60 DAYS is given to you in exercise of the owner's right to give notice without specifying any ground for doing so. (See section 64 of the *Residential Tenancies Act 1987*.)

(Notes:

1. *This notice cannot be given during the term of a fixed term residential tenancy agreement.*

2. *This notice cannot be given to a tenant who occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer.*)

- (2) This notice of NOT LESS THAN 120 DAYS is given to you in exercise of the park operator's right to give notice without specifying any ground for doing so. (See section 64 of the *Residential Tenancies Act 1987* as modified by regulation 5E(3) of the *Residential Tenancies Regulations 1989*.)

(Note: This notice can be given to a tenant who occupies a site in a residential park under a site-only agreement for a periodic tenancy that has continued for 3 months or longer.)

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

* have been destroyed

* have been rendered uninhabitable

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

(delete as appropriate)*

The owner believes that this ground applies because.....
.....
.....

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

DATE: SIGNED:
(Owner/agent)

ADDRESS:
.....POST CODE:

SEE OVER FOR IMPORTANT INFORMATION

FORM 1C — REVERSE

IMPORTANT INFORMATION FOR TENANTS

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

[Form 1C inserted in Gazette 25 Jun 1996 p. 2914-15; amended in Gazette 24 Dec 2004 p. 6152-3.]

FORM 2
RESIDENTIAL TENANCIES ACT 1987
Section 79(3)(a)

NOTICE TO FORMER TENANT AS TO DISPOSAL OF GOODS

TO
(name of former tenant)

of
(forwarding address of former tenant)

1. The residential tenancy agreement in respect of the premises at
.....
between you as tenant and me as owner was terminated on
(insert date)

2. The following goods were left on the premises —
.....
(specify goods*)
.....
which I put into storage under section 79(2) of the Act on
(insert date)

3. Under section 79(7) of the Act, a person who has a lawful right to the goods may reclaim them upon paying to me the reasonable costs incurred for removal and storage.

4. If the goods have not been reclaimed within 60 days after the date shown in paragraph 2 above —
(a) I am required by the Act to have them sold by public auction; and
(b) I am entitled, subject to approval of a competent court, to receive from the proceeds of sale my costs and any amount owing to me under the terminated agreement and to pay the balance into court.

.....
(date)
(signature of owner)
.....
(name of owner)
.....
(address of owner)
.....

* NOTE: Under section 79(1) of the Act, an owner need not store, but may remove and destroy —

- (a) perishable foodstuffs; and
- (b) goods whose value is less than the estimated cost of removal, storage and sale.

[Form 2 amended in Gazette 29 Apr 2005 p. 1775.]

FORM 3
RESIDENTIAL TENANCIES ACT 1987
Section 79(3)(b)
NOTICE AS TO DISPOSAL OF GOODS

1. A residential tenancy agreement in respect of the premises at
.....
between
as owner of the premises and
as tenant was terminated on
2. The following goods were left on the premises —
.....
which have been put into storage under section 79(2) of the Act on
3. Under section 79(7) of the Act, a person who has a lawful right to the goods may reclaim them upon paying to the owner of the premises the reasonable costs incurred for removal and storage.
4. If the goods have not been reclaimed within 60 days after the date shown in paragraph 2 above the owner of the premises —
 - (a) is required by the Act to have them sold by public auction; and
 - (b) is entitled, subject to approval of a competent court, to receive from the proceeds of sale his costs and any amount owing to him under the terminated agreement, and to pay the balance into court.

..... (date) (signature of owner)
..... (name of owner)
..... (address of owner)

[Form 3 amended in Gazette 29 Apr 2005 p. 1775.]

FORM 4

RESIDENTIAL TENANCIES ACT 1987

Schedule 1, clauses 5(1)(a) and 7(1)(a) and (3)(a)

JOINT APPLICATION FOR DISPOSAL OF SECURITY BOND

Reference.....

IMPORTANT — Do not sign this form until you have read the information on the reverse of the form.

A. THE DATE ON WHICH THE RESIDENTIAL TENANCY AGREEMENT ENDED.....

B. ADDRESS OF RENTED PREMISES
.....
.....
.....
(Suburb) (Postcode)

C. FULL NAME AND NEW POSTAL ADDRESS OF TENANT(S) TO WHOM REFUND SHOULD BE PAID (IF APPLICABLE)

| Family Name | Given Name | Initial |
|---------------------|------------|---------|
| | | |
| | | |
| | | |
| | | |
| New address | | |
| | | |
| | | |
| | | |
| (Suburb) (Postcode) | | |

Business Ph. No. Private Ph. No.

D. FULL NAME AND ADDRESS OF OWNER(S)/AGENT TO WHOM REFUND SHOULD BE PAID (IF APPLICABLE)

| Family Name/ Agent's Business Name | Given Name (If applicable) | Initial (If applicable) |
|---------------------------------------|-------------------------------|----------------------------|
| | | |
| | | |
| | | |
| | | |

Address

.....
.....
.....

(Suburb)

(Postcode)

Business Ph. No. Private Ph. No.

E. APPLICATION FOR REFUND OF SECURITY BOND

PLEASE PAY TENANT(S) \$.....

PLEASE PAY OWNER(S)/AGENT \$.....

PLEASE PAY HOMESWEST
(IF APPLICABLE) \$.....

F. SIGNATURES OF APPLICANTS

Tenant(s)
..... (Date)

.....
..... (Date)

.....
..... (Date)

Owner(s)/
Agent (Date)

.....
..... (Date)

SEE OVER FOR IMPORTANT INFORMATION

OFFICE USE ONLY

| Examined | Checked | Cheque No. | Amount |
|----------|---------|------------|--------|
|----------|---------|------------|--------|

FORM 4 — REVERSE
IMPORTANT INFORMATION

Signing the form

Do not sign this form until the tenancy has ended and Part E has been completed.

If you are a tenant do not sign this form unless you agree that the amount of the security bond should be disposed of in accordance with Part E as completed.

If you cannot agree on the amounts payable you may need to make an application to the court for a determination on how the security bond is to be disposed of.

All parties to the residential tenancy agreement are required to sign this form.

Changes to the form

Any change to this form must be verified by the full signature of each party to the residential tenancy agreement.

Payment of security bond

Cheques will be drawn payable to the parties in accordance with this application.

If tenants require separate cheques, a written authority must be received from each tenant stating the amount that each of the tenants is to receive.

**SEEK ADVICE IMMEDIATELY IF YOU NEED MORE
INFORMATION**

[Form 4 inserted in Gazette 25 Jun 1996 p. 2915-17.]

FORM 5

| | | |
|--|--|----------------------------------|
| MAGISTRATES COURT REGISTRY Ph: Fax: | <i>Residential Tenancies Act 1987</i> Schedule 1 clause 8(3) and (4) NOTICE OF INTENTION TO DISPUTE APPLICATION FOR DISPOSAL OF BOND MONEY | Case number: Date lodged: |
|--|--|----------------------------------|

| | | |
|--|----------------------|---------------------------------|
| APPLICANT (S) Tick [✓] a box <input type="checkbox"/> Owner <input type="checkbox"/> Tenant | Name(s): Address: | Postcode: Daytime telephone: |
|--|----------------------|---------------------------------|

| | | |
|---|----------------------|---------------------------------|
| RESPONDENT (S) Tick [✓] a box <input type="checkbox"/> Owner <input type="checkbox"/> Tenant | Name(s): Address: | Postcode: Daytime telephone: |
|---|----------------------|---------------------------------|

TAKE NOTICE that I intend to dispute this application for the following reasons:

THE PRESCRIBED DISPUTE FEE OF \$18.00 MUST BE FORWARDED WITH THIS NOTICE AT THE TIME OF LODGMENT

| | | | | |
|---|--|------|---|---|
| Signature of respondent(s) | | Date | / | / |
| Respondent's address for service of notices is: | | | | |

[Form 5 inserted in Gazette 29 Apr 2005 p. 1775-6.]

FORM 6

| | | |
|---------------------------------------|--|-------------------------|
| <i>Residential Tenancies Act 1987</i> | | Infringement notice no. |
| Infringement notice | | |
| Alleged offender | Name: Family name _____ | |
| | Given names _____ | |
| | or Company name _____ | |
| | ACN _____ | |
| Address _____ | | Postcode _____ |
| Alleged offence | Description of offence _____ | |
| | <i>Residential Tenancies Act 1987 s.</i> <i>Residential Tenancies Regulations 1989 r.</i> | |
| | Date _____ / _____ /20 | Time _____ a.m./p.m. |
| | Modified penalty \$ _____ | |
| Officer issuing notice | Name _____ | |
| | Signature _____ | |
| | Office _____ | |
| Date | Date of notice _____ / _____ /20 | |
| Notice to alleged offender | <p>It is alleged that you have committed the above offence. If you do not want to be prosecuted in court for the offence, pay the modified penalty within 28 days after the date of this notice.</p> <p>How to pay</p> <p>By post: Send a cheque or money order (payable to 'Approved Officer — <i>Residential Tenancies Act 1987</i>') to: Approved Officer — <i>Residential Tenancies Act 1987</i> Department of Consumer and Employment Protection Locked Bag 14 Cloisters Square Perth WA 6850</p> <p>In person: Pay the cashier at: Department of Consumer and Employment Protection 219 St George's Terrace, Perth WA</p> <p>If you do not pay the modified penalty within 28 days, you may be prosecuted or enforcement action may be taken under the <i>Fines, Penalties and Infringement Notices Enforcement Act 1994</i>. Under that Act your driver's licence and/or vehicle licence may be suspended.</p> | |

| | |
|--|--|
| | <p>If you need more time to pay the modified penalty, you can apply for an extension of time by writing to the Approved Officer at the above postal address.</p> <p>If you want this matter to be dealt with by prosecution in court, sign here _____ and post this notice to the Approved Officer at the above postal address within 28 days after the date of this notice.</p> |
|--|--|

[Form 6 inserted in Gazette 22 Sep 2006 p. 4128.]

FORM 7

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

[Form 7 inserted in Gazette 22 Sep 2006 p. 4128-9.]

Schedule 5 — Prescribed offences and modified penalties

[r. 20]

[Heading inserted in Gazette 22 Sep 2006 p. 4129.]

| Offences under <i>Residential Tenancies Act 1987</i> | Modified penalty |
|--|-------------------------|
| s. 27(1) Charging unauthorised letting fee | \$200 |
| s. 28(1) Requiring more than 2 weeks rent during first 2 weeks of tenancy | \$200 |
| s. 28(2) Requiring rent in advance | \$200 |
| s. 29(1)(a) Requiring more than one security bond | \$200 |
| s. 29(1)(b) Requiring security bond of more than 4 weeks rent plus pet bond (if applicable) | \$200 |
| s. 29(4)(a) Failing to give receipt for security bond | \$800 |
| s. 29(4)(b) Failing to pay security bond to administrator or authorised financial institution | \$800 |
| s. 29(4)(c) Failing to keep records of security bonds | \$800 |
| s. 29(4)(d) Failing to give copy of bond record to payee | \$800 |
| s. 33(1) Failing to give receipt for rent | \$200 |
| s. 34(1) Failing to keep records of rent received | \$200 |
| s. 45(2) Owner or tenant changing locks without consent ... | \$800 |
| s. 45(3) Agent changing locks without consent | \$800 |
| s. 51(1) Failing to notify tenant of owner's details | \$200 |
| s. 51(3) Failing to notify tenant of change of ownership | \$200 |
| s. 51(4) Failing to notify tenant of change of owner's details | \$200 |
| s. 53(1) Giving false name or place of occupation | \$200 |
| s. 53(2) Failing to notify owner of change of place of occupation | \$200 |
| s. 53(3) Failing to provide forwarding address on vacating premises | \$200 |

Residential Tenancies Regulations 1989

Schedule 5 Prescribed offences and modified penalties

| Offences under <i>Residential Tenancies Act 1987</i> | | Modified penalty |
|---|---|-------------------------|
| s. 54(1)(a) | Failing to give tenant copy of lease | \$200 |
| s. 54(1)(b) | Failing to give tenant copy of executed lease | \$200 |
| s. 63(3) | Giving notice of termination on false grounds | \$400 |
| s. 80 | Entering leased premises to recover possession without court order | \$800 |
| Sch 1 cl. 7(2) | Failing to repay bond when required | \$200 |

| Offences under <i>Residential Tenancies Regulations 1989</i> | | Modified penalty |
|---|--|-------------------------|
| r. 14(2) | Failing to give 'Information to Tenant' notice | \$20 |

[Schedule 5 inserted in Gazette 22 Sep 2006 p. 4129-30; amended in Gazette 30 Mar 2007 p. 1452.]

Notes

- ¹ This is a compilation of the *Residential Tenancies Regulations 1989* and includes the amendments made by the other written laws referred to in the following table. The table also contains information about any reprint.

Compilation table

| Citation | Gazettal | Commencement |
|---|---|---|
| <i>Residential Tenancies Regulations 1989</i> | 9 Aug 1989 p. 2563-85 (erratum 18 Aug 1989 p. 2751) | 1 Oct 1989 (see r. 2 and <i>Gazette</i> 18 Aug 1989 p. 2748) |
| <i>Residential Tenancies Amendment Regulations 1989</i> | 15 Sep 1989 p. 3433 | 15 Sep 1989 |
| <i>Residential Tenancies Amendment Regulations (No. 2) 1989</i> | 6 Oct 1989 p. 3766 | 6 Oct 1989 |
| <i>Residential Tenancies Amendment Regulations 1990</i> | 23 Feb 1990 p. 1152-3 | 23 Feb 1990 |
| <i>Residential Tenancies Amendment Regulations (No. 2) 1990</i> | 6 Apr 1990 p. 1701 (erratum 12 Apr 1990 p. 1907) | 6 Apr 1990 |
| <i>Residential Tenancies Amendment Regulations 1991</i> | 15 Mar 1991 p. 1119 | 15 Mar 1991 |
| <i>Residential Tenancies Amendment Regulations (No. 2) 1991</i> | 14 Jun 1991 p. 2872-3 | 14 Jun 1991 |
| <i>Residential Tenancies Amendment Regulations (No. 4) 1991</i> | 13 Dec 1991 p. 6153 | 13 Dec 1991 |
| <i>Residential Tenancies Amendment Regulations (No. 3) 1991</i> | 13 Dec 1991 p. 6154 | 13 Dec 1991 |
| <i>Residential Tenancies Amendment Regulations 1992</i> | 8 Jan 1993 p. 29 | 8 Jan 1993 |
| <i>Residential Tenancies Amendment Regulations 1993</i> | 12 Feb 1993 p. 1214 | 12 Feb 1993 |
| <i>Residential Tenancies Amendment Regulations 1994</i> | 9 Sep 1994 p. 4629 | 9 Sep 1994 |
| <i>Residential Tenancies Amendment Regulations (No. 2) 1994</i> | 30 Dec 1994 p. 7231-2 | 30 Dec 1994 |

Residential Tenancies Regulations 1989

| Citation | Gazettal | Commencement |
|---|----------------------------|--|
| <i>Residential Tenancies Amendment Regulations 1995</i> | 16 Jun 1995 p. 2318 | 16 Jun 1995 |
| Reprint of the Residential Tenancies Regulations 1989 as at 9 Apr 1996 (includes amendments listed above) | | |
| <i>Residential Tenancies Amendment Regulations 1996</i> | 25 Jun 1996 p. 2904-17 | 1 Jul 1996 (see r. 2 and <i>Gazette</i> 25 Jun 1996 p. 2902) |
| <i>Residential Tenancies Amendment Regulations 1999</i> | 19 Feb 1999 p. 553-4 | 19 Feb 1999 |
| Reprint 2: The Residential Tenancies Regulations 1989 as at 19 Sep 2003 (includes amendments listed above) | | |
| <i>Residential Tenancies Amendment Regulations 2004</i> | 24 Dec 2004 p. 6149-53 | 24 Dec 2004 |
| <i>Courts and Legal Practice (Consequential Amendments) Regulations 2005</i> r. 11 | 19 Apr 2005 p. 1294-302 | 19 Apr 2005 |
| <i>Residential Tenancies Amendment Regulations 2005</i> | 29 Apr 2005 p. 1771-6 | 1 May 2005 (see r. 2 and <i>Gazette</i> 31 Dec 2004 p. 7128) |
| <i>Electricity Corporations (Consequential Amendments) Regulations 2006</i> r. 84 | 31 Mar 2006 p. 1299-357 | 1 Apr 2006 (see r. 2) |
| <i>Residential Tenancies Amendment Regulations 2006</i> | 22 Sep 2006 p. 4126-30 | 22 Sep 2006 (see r. 2(a)) |
| Reprint 3: The Residential Tenancies Regulations 1989 as at 26 Jan 2007 (includes amendments listed above) | | |
| <i>Residential Tenancies Amendment Regulations 2007</i> | 30 Mar 2007 p. 1452 | 5 Apr 2007 (see r. 2) |

² Under the *Land Administration Act 1997* s. 281(3), a reference in a written law to the *Land Act 1933* is, unless the contrary intention appears, to be construed as if that reference were a reference to the *Land Administration Act 1997*.

³ Under the *Public Transport Authority Act 2003* the Western Australian Government Railways Commission is succeeded by the Public Transport Authority of Western Australia.

⁴ Under the *Alteration of Statutory Designations Order 2006* a reference in any law to a department of the Public Service with the designation “Department of Agriculture” is, unless the contrary intention appears, to be read and construed as a reference to the department with the designation “Department of Agriculture and Food”.

⁵ Now see Commissioner of Main Roads.

- ⁶ Now see the Western Australian Meat Industry Authority.
- ⁷ Under the *Alteration of Statutory Designations Order (No. 3) 2001* a reference to the Ministry of Sport and Recreation is to be read and construed as a reference to the Department of Sport and Recreation.
- ⁸ Under the *Alteration of Statutory Designations Order (No. 3) 2001* a reference to the Health Department of Western Australia is to be read and construed as a reference to the Department of Health.
- ⁹ Under the *Alteration of Statutory Designations Order (No. 3) 2001* a reference to the Crown Law Department is to be read and construed as a reference to the Department of Justice.
- Under the *Public Sector Management Act 1994* departments can be established and named. At the time this compilation was prepared, the designation of the department known as the Department of Justice had been altered to the Department of the Attorney General and the Department of Corrective Services is established.
- ¹⁰ As at the time of this compilation the person designated as the Commissioner for the purposes of the Act is known as the Commissioner for Consumer Protection (see *Gazette* 18 August 2006 p. 3372).