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RayWhite

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? ☐ Yes
Given name(s) or Organisation Name	Steve
Family name	Lionello
Lessor 2 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? ☐ Yes
Given name(s) or Organisation Name	Jill
Family name	Rundle
Lessor 3 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? ☐ 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? ☐ Yes
Given name(s) or Organisation Name	Peter Anthony
Family name	Marchese
Mobile	0427 996 123
Email	peter.marchese@outlook.com
Tenant 2 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? ☐ 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? ☐ 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? ☐ 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	Ray White Karratha	
Address	Shop 4, 5-15 Sharpe Avenue, Karratha Village Shopping Centre, Karratha, WA, 6714	
Telephone	91852444	Facsimile
Email	karratha@raywhite.com	

TERM OF AGREEMENT [*delete as appropriate]	
* [REDACTED]	insert date [REDACTED]
*This residential tenancy agreement is fixed starting on	insert date Date: 12 / 10 / 2021
and ending on	insert date Date: 11 / 04 / 2022
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	Steve	Lionello
Lessor 2	Jill	Rundle
Lessor 3		

Email: Yes ☒ / No ☐ Facsimile: Yes ☐ / No ☒
 Email: Yes ☒ / No ☐ Facsimile: Yes ☐ / No ☒
 Email: Yes ☐ / No ☐ Facsimile: Yes ☐ / No ☐

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

Tenant 1	Peter Anthony	Marchese
Tenant 2		
Tenant 3		
Tenant 4		

Email: Yes ☒ / No ☐ Facsimile: Yes ☐ / No ☒
 Email: Yes ☐ / No ☐ Facsimile: Yes ☐ / No ☐
 Email: Yes ☐ / No ☐ Facsimile: Yes ☐ / No ☐
 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	14/23 Ridley Street		
Address 2			
Suburb	Bulgarra	State	WA
Postcode	6714		
Postal Address [if different from above]			
PO Box		Town/City	
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]

Storage Shed (labelled 14)
 Shared Laundry (door code #1285)

MAXIMUM NUMBER OF OCCUPANTS

No more than	insert number 1 (ONE)	persons may ordinarily live at the premises at any one time.
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RENT

The rent is	insert amount \$ 275.00	per week/ calculated by reference to tenants income [insert calculation] payable weekly*/ fortnightly * in advance [*delete as appropriate]
starting on	insert date Date: 11 / 11 / 2021	

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: 306 093	account number: 019 579 7	payment reference: MARCH14.23
account name: Yangan Pty Ltd T/As Ray White Karratha		

or

~~(c) as follows:~~

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SECURITY BOND			
A security bond of	insert amount \$ 1100.00 (\$940.00 HELD)	and a pet bond of	insert amount \$ N/A
must be paid by the tenant on signing this agreement.			
<i>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.</i>			

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.	
<i>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.</i>	
In the case of a fixed term tenancy (see "TERM OF AGREEMENT") the rent increase will be	
No more than \$200 per week	
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.	
<i>Note: For fixed term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.</i>	

WATER SERVICES	
Is scheme water connected to the premises?	☒ Yes ☐ No
<i>Note: If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.</i>	

WATER USAGE COSTS (SCHEME WATER)		
The tenant is required to pay	insert number 0 %	of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER	
Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises?	
☐ Yes ☒ No	

ELECTRICITY, GAS AND OTHER UTILITIES	
Indicate for the utilities below whether or not the premises are separately metered:	
Electricity:	☒ Yes ☐ No
Gas:	☐ Yes ☒ No
Water:	☒ Yes ☐ No
Other:	☐ Yes ☐ No
(please specify):	☐ Yes ☐ No
	☐ Yes ☐ No
	☐ Yes ☐ No
	☐ Yes ☐ No
Where the premises are separately metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.	

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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:	Gas bottle refill at tenant cost [insert method of calculation]
Water:	Included in rent [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:

N/A

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.

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

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.

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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 and 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;
 - 24.9 in accordance with the *Residential Tenancies Act 1987* section 46(6A) and (6B).
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.

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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.
- 33A. For the purposes of the *Residential Tenancies Act 1987* section 47(4), the tenant may make the following prescribed alterations:
 - 33A.1 the renovation, alteration or addition of any of the following –
 - security alarms and cameras;
 - locks, screens and shutters on windows;
 - security screens on doors;
 - exterior lights;
 - locks on gates;
 - 33A.2 the pruning of shrubs and trees to improve visibility around the residential premises.
- 33B. Under the *Residential Tenancies Act 1987* section 47(5):
 - 33B.1 the cost of making the prescribed alterations must be borne by the tenant; and
 - 33B.2 the tenant must give written notice to the lessor of the tenant's intention to make the prescribed alterations; and
 - 33B.3 work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the lessor within 14 days of the alterations being completed; and
 - 33B.4 the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws; and
 - 33B.5 the tenant must restore the premises to their original condition at the end of the residential tenancy agreement if the lessor requires the tenant to do so and, where restoration work has been undertaken by a tradesperson, must provide to the lessor a copy of that tradesperson's invoice within 14 days of that work having been performed.

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 or except in accordance with clause 34.4; and
 - 34.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 34.2; and
 - 34.4 a tenant may alter or add any lock or other means of securing the residential premises in accordance the *Residential Tenancies Act 1987* section 45(2)(a), and the tenant and lessor must comply with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other means of securing the residential premises.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:
- 35.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and
 - 35.2 the lessor must not unreasonably withhold such consent; and
 - 35.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

CONTRACTING OUT

36. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 38.1 remove all the tenant's goods from the residential premises; and
 - 38.2 leave the residential premises as 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.

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

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

OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 1300 30 40 54 or visit www.dmir.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 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.

DS
PAM

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

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 19.08.2021, 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 | <p>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.</p> <p>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).</p> |
| Renegotiated Fixed Term Lease (section 31B of the Act) | <p>[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)).</p> <p>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 <u>10.10.2021</u> [insert date] (being the first 30 days of the term of this new agreement), the tenant is only required to pay rental of \$ <u>235.00</u> per week [insert the amount that is the equivalent of the rental paid under the former agreement].</p> |
| Rent Reviews | <p>2.4. If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review] <u>SIX (6)</u> 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.</p> <p>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.</p> |

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

Method of Rent Review		Review Date	
Method of Rent Review		Review Date	
Method of Rent Review		Review Date	
Method of Rent Review		Review 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. N/A % increase of the rent payable on the day immediately prior to the Review Date

D. Other Method: No more than \$200 per week

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:

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

\$ Max \$200 p/w per rent increase [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.

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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: 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: (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.
	4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.
Movement of Chattels	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.
Cleaning of Carpets	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.

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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:

Annexure A
Strata Bylaws
Information for Tenant

form part of this Lease.

Initials

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AC

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.

Property condition report for this tenancy as per PCR given at the commencement of the lease 12/4/2021.

Initials

DS
PAM

NC

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.

N/A

Initials

DS
PAM

NC

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

DocuSigned by:

Peter Anthony Marchese

8/18/2021

Peter Anthony Marchese

/ /

/ /

/ /

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

Amadeo Ryan

19/8/21

/ /

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) Property Condition Report (HELD)

- have been received by the Tenant:

DocuSigned by:

Peter Anthony Marchese

Date 8/18/2021/ /

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.commerce.wa.gov.au/Tenancy

Certificate Of Completion

Envelope Id: 2231544500A3464385ACE28CE3F89E98

Subject: Lease Renewal - 14/23 (1925) Ridley Street Bulgarra

Source Envelope:

Document Pages: 32

Certificate Pages: 1

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Ray White Karratha

PO Box 385, Sharpe Avenue

PO Box 385, Sharpe Avenue

KARRATHA, WA 6714

karratha.wa@raywhite.com

IP Address: 180.150.87.76

Record Tracking

Status: Original

17-08-2021 | 21:39

Holder: Ray White Karratha

karratha.wa@raywhite.com

Location: DocuSign

Signer Events

Peter Anthony Marchese

peter.marchese@outlook.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Peter Anthony Marchese

FD538B65D32A458...

Signature Adoption: Pre-selected Style

Using IP Address: 1.126.104.34

Timestamp

Sent: 17-08-2021 | 21:47

Viewed: 18-08-2021 | 17:47

Signed: 18-08-2021 | 17:51

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

17-08-2021 | 21:47

Certified Delivered

Security Checked

18-08-2021 | 17:47

Signing Complete

Security Checked

18-08-2021 | 17:51

Completed

Security Checked

18-08-2021 | 17:51

Payment Events**Status****Timestamps**

SPECIAL CONDITIONS

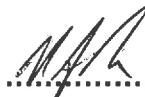
ANNEXURE A - NEW LEASES

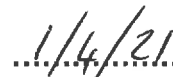
UPON VACATION

- The tenant will undertake to have the carpets professionally cleaned at their own expense. A receipt to be provided to the agent.
- The mobile garbage bin is to be left empty and in a clean state at the rear of the property.
- All keys are to be returned to the agent on vacate date.
- The cyclone procedures annexed to their agreement forms part of the special conditions of the lease.
- The cleaning of the air conditioner filters and the exhaust fans is the tenant's responsibility. If a fault occurs due to the lack of cleaning, the tenants shall bear the cost of the required maintenance if the qualified repairer states in writing the fault was a direct result of the tenant not maintaining the item.

MAINTENANCE

- In the event that maintenance has been reported and a contractor has been sent to attend to the job but has not made contact with the tenant, we request that the tenant contacts the office to advise the agents.
- The tenants are asked to attend to the smoke alarms annually with replacement of batteries if the smoke alarm is easily assessable.
- Should the leased term be longer than 12 months, we suggest that the tenants, at the tenant's expense have the carpets professionally cleaned.
- The tenant is aware that should a pet be allowed at the property it is a condition of the lease that the tenant is to provide a copy of the receipt of fumigation on the vacation of the premises.
- If the property is going to be unoccupied for more than 28 days, the tenant undertakes to inform the agent. Failure to notify could prejudice any insurance cover for that period with the tenant being liable for any damage sustained to the property during this period.


.....
SIGNED BY TENANT


.....
DATED

.....
SIGNED BY TENANT

.....
DATED



CYCLONE PROCEDURES

The cyclone season for the North West of Australia is from the beginning of November to the end of April. They are usually most frequent in February and March. There are various stages of alert during a cyclone; the first stage is stage Blue, followed by stage Yellow and stage Red. Below are procedures that need to be followed to make the event, should it happen, less dangerous.

PRIOR TO CYCLONE SEASON

- Clean up the yard of unwanted materials and rubbish. (Every year the City of Karratha undertakes a pre-cyclone clean up-take advantage of it).
- Trim all trees below gutter height to withstand high winds.
- Clean drains and rubbish of obstructions.
- Have on hand a stock of emergency supplies, e.g. first-aid kit, candle or torches, batteries for your portable radio, canned food, drinking water containers etc.
- Decide where best to shelter your pets.
- Determine location and establish cyclone tie-down areas for caravans, boats, trailers etc.
- Become familiar with the following stages of the cyclone season ensure all articles are stored away and cyclone screens (where fitted) are secured.

STAGE BLUE

- A cyclone has formed and may affect the area within 48 hours.
- Check that all preparation activities have been undertaken.
- Clear your area of all loose material and rubbish not required.
- Check that cyclone screens are available or securely fitted in place.
- Emergency supplies are to hand.
- Caravan, boat trailer, cyclone tie-down equipment is available.
- Observe economy in the use of water.

STAGE YELLOW

The cyclone is moving closer to the area and appears inevitable in 12/24 hours. Carry out the following activities:

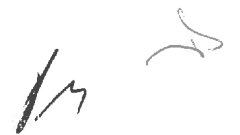
- Ensure that all loose material and objects around your residence are safely stowed or secured.
 - Check that all cyclone screens are securely fastened into position.
 - Secure caravans, boats, trailers, etc, to their tie-down position.
 - Ensure all pool equipment and shade sails are removed and put away securely.
 - Prepare safe shelter for pets or animals
 - Top up vehicle fuel tanks.
 - Fill emergency containers with water and make sure all other emergency supplies are to hand.
- 

STAGE RED

- **The cyclone is imminent**
- **All persons should make arrangements to be in their residence and/or shelter areas when the cyclone arrives.**
- **Ensure pets and animals are safely sheltered.**
- **When parking vehicles, select the best available sheltered area, apply the handbrake and engage park or reverse gear.**
- **During the height of the cyclone, keep clear of windows and stay in the most sheltered part of your residence.**
- **Should the eye of the cyclone pass immediately over the area, the wind will temporarily drop, and then blow in the opposite direction.**
- **Except in extreme emergencies, stay indoors until the cyclone all clear is announced.**
- **If you are unavoidably caught in the cyclone in an unprotected area, make your way stopping or crawling if necessary to shelter, otherwise lie down and hang on.**

For further information you can call a Recorded Warning Service

Perth	(08) 11542
Port Hedland	(08) 11544

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ARREARS POLICY

Under the Residential Tenancies Act you are required to pay your rent by the date noted on the schedule in your lease and it must always be paid in advance. Should you have any difficulties in paying your rent please notify us as soon as possible so that we can be of assistance to you in resolving the problem.

However, this office does have a strict policy on the payment and collection of rent and you will receive a number and variety of reminders which you should not ignore. The reminder notices and frequency are listed below:

Category	Time elapsed	Reminder notice
Category 1 arrears	1 to 3 days in arrears	Phone call, SMS and Notice of Termination 1B Issued or Notice of Breach of Agreement to Pay Rent Issued
Category 2 arrears	4 to 7 days in arrears	Phone call & SMS Counting Days
Category 3 arrears	8 to 14 days in arrears	Notice of Termination 1B expires, application made to Magistrates Court
Category 4 arrears	15+ days in arrears	Notice of Breach of Agreement to Pay Rent Expires Notice of Termination 1A issued for Eviction

There is no deviation from this schedule and it is the strict policy of this office that all employees adhere to it.

☐ I have read and understood this policy:

Property address: 14/23 Ridley Street		
Peter Marchese		1/4/21
Tenant name	Tenant signature	Date
Tenant name	Tenant signature	Date

Handwritten mark

INFORMATION FOR TENANT

REIWA
REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA

APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
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Ray White.

WHAT YOU MUST KNOW ABOUT YOUR TENANCY**At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:**

- a copy of this information statement
- a copy of your residential tenancy agreement
- 2 copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- keys to your new home.

UPFRONT COSTS**You are not required to pay:**

- more than 2 weeks rent in advance (see "ESSENTIALS FOR TENANTS" below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

ESSENTIALS FOR TENANTS**Follow these useful tips and pieces of information to help avoid problems while you are renting:**

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (record of payment) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) – you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see "ENDING THE RESIDENTIAL TENANCY AGREEMENT" in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa-pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa-pool is not in working order or does not comply with *Building Regulations 2012*, contact your lessor or property manager immediately to arrange urgent repairs. If delays occur, or you need more information, contact your local government
- Loose blinds or curtain cords or chains which are not fixed out of reach pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

COMPLAINTS AND DISPUTES

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

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

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

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

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

FURTHER INFORMATION**CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE**

Perth office: Forrest Centre, 219 St Georges Terrace, Perth, Western Australia 6000

Hours: 8:30 a.m. – 5:00 p.m. **General Advice Line:** 1300 30 40 54

Email: consumer@commerce.wa.gov.au

Internet: www.commerce.wa.gov.au/ConsumerProtection

REGIONAL OFFICES:

Goldfields/Esperance: (08) 9026 3250 | **Great Southern:** (08) 9842 8366 | **Kimberley:** (08) 9191 8400

South-West: (08) 9722 2888 | **North-West:** (08) 9185 0900 | **Mid-West:** (08) 9920 9800

The WA Government provides funding assistance to the WA Tenancy Network which provides advice, information and advocacy to tenants throughout Western Australia.

Contact the Consumer Protection Advice Line on **1300 30 40 54** for referral to a centre near you.

BLANK INSTRUMENT FORM

MANAGEMENT STATEMENT

(Note 1)

Strata Titles Act 1985

Section 5C (1)

STRATA / SURVEY – STRATA PLAN No. 40709.

MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the plan) KEVCOR Pty. Ltd., ANTHONY KEVIN KELLY AND PATRICIA MARY KELLY

(Description of parcel the subject of the plan) KARRATHA LOT 1925 RIDLEY STREET

This management statement lodged or to be lodged with a strata/survey plan in respect of the above land sets out the by-laws of the strata company or amendments to the by-laws contained in Schedule 1 and/or Schedule 2 of the Strata Titles Act 1985 that are to have effect upon registration of the strata/survey-strata plan.

The Schedule 2 by-laws are added to as follows –

15. By Law 1 is added to as follows:-
A proprietor, occupier or other resident shall not permit, with the express exception of furniture removal vans and emergency vehicles, any heavy vehicle whatsoever including but not limited to trucks or buses, to be driven over or to be parked or stood upon any part of their lot or the common property except with the prior written approval of the strata company.
16. By Law 12 (c) is added to as follows:-
A proprietor, occupier or other resident shall not permit pets to be kept on the premises.
17. A proprietor may plant, grow and maintain shrubs or any plant on his/her lot subject to the following conditions:
 - (i) The height of any flora is to be no more than 2 metres
 - (ii) No flora is to damage the drive way, carport or building in any way or form and if so, the proprietor shall rectify such damage at his/her expense.
18. A proprietor may not enclose the carport in any form, be it building materials or shade cloth.
19. A proprietor may not use the carport or porch space for the drying of clothes or the like.
20. A proprietor, occupier or other resident shall not permit the storage of items in the front carport or porch sections of their strata lot.
21. A proprietor, occupier or other resident must at all times maintain, repair and replace when required the cistern unit located to the common area duct, attached to the outer wall of the subject strata. This property located directly and immediately to the rear of each strata lot wall remains the property of the proprietor.
22. A proprietor, occupier or other resident must at all times maintain, repair and replace when required the electric hot water storage unit located to the common area duct, attached to the outer wall of the subject strata. This property located directly and immediately to the rear of each strata lot wall remains the property of the proprietor.

23. A proprietor, occupier or other resident must at all times maintain, repair and replace when required the electric split system air conditioning unit located to the front outer wall of the subject strata. This improvement directly and immediately to the front of the main strata lot building portion and lies within the strata lot boundary, encompassing the carport envelope.
24. A proprietor, occupier or other resident must at all times maintain, repair and replace when required the barrier grill in the colour white and same design as existing, located to the front outer wall of the subject strata. This improvement is located directly and immediately to the front of the main strata lot building portion and lies within the strata lot boundary, encompassing the carport envelope.
25. Common property is the responsibility of the strata company includes but is not limited to the following:
- (i) Television boosters
 - (ii) Power services external to individual strata lots
 - (iii) Telephone cabling
 - (iv) Water services external to individual strata lots
 - (v) Sewerage services external to individual strata lots
26. A proprietor must at all times ensure repainting of the external surfaces of his/her strata lot that is not common property is in keeping with the identical colour code of the existing paint work, and must obtain the consent of the strata company.
27. A proprietor, occupier or other resident of a lot shall not use the water tap located at the bin enclosure for any purpose whatsoever other than the cleaning of the bin enclosure area.
28. A proprietor, occupier or other resident of a lot shall not use any water to reticulate a garden outside the boundaries of his/her lot.
29. All units under strata title cannot be used for serviced apartment use without the approval of Council.

DATED THIS10th..... DAY OF ...JANUARY..... 2002.....

SIGNATURE OF APPLICANT

in the presence of

Witness

Name

Address

Occupation

IVAN PECICON

160 RUSSELL ST Wembley

Manager

Kelly
Kelly
D. M. Kelly

(TO BE SIGNED BY EACH APPLICANT)

DOLA

SIGNED BY PERSONS HAVING REGISTERED INTERESTS AND CAVEATORS (IF ANY)

ENCUMBRANCE Document & No MORTGAGE G935295

SIGNATURE

in the presence of

Witness

Name

Address

Occupation

SIGNED BY **Suzanne Gillian McGinness**The Attorney of
COMMONWEALTH BANK OF AUSTRALIA
ACN 123 123 124 and signed as
Attorney on behalf of the said Bank
in the presence of

An Officer of the said Bank

COMMONWEALTH BANK
OF AUSTRALIA
By its AttorneyConveyancing Officer
P/A H662979

(ADDITIONAL SIGNATURES AS REQUIRED)

DOLA

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

USAID.

OFFICE USE ONLY

H 987403 SM

16 Jan, 2002 15:37:11 Midland



REG. \$ 75.00

3 Oct, 2002 16:09:14

LODGED BY *MARJAN PTY LTD.*ADDRESS *P.O. Box 1114
MOUNT HARTMAN 6915*PHONE No. *94443555*FAX No. *94432987*

REFERENCE No.

ISSUING BOX No.

PREPARED BY *MARJAN PTY LTD.*ADDRESS *P.O. Box 1114
MOUNT HARTMAN 6915*PHONE No. *94443555*FAX No. *94432987*

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1.		Received Items
2.		Nos.
3.		
4.		
5.		
6.		Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



STRATA TITLES ACT 1985 SCHEDULES. SCHEDULE 1 & SCHEDULE 2 (section 42 (2)) BY-LAWS.

SCHEDULE 1. (SECTION 42 (2))

Duties of proprietor,
occupiers etc.

1. (1) A proprietor shall -
 - (a) forthwith carry out all work that may be ordered by any competent public or local government authority in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
 - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1a) A proprietor shall -
 - (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) A proprietor, occupier or other resident of a lot 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;
 - (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;
 - (c) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using common property; and
 - (d) take all reasonable steps to ensure that his visitors comply with the by-laws of the strata company relating to the parking of motor vehicles.

Power of proprietor
to decorate etc.

2. A proprietor may, without obtaining the consent of the strata company, 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.

Power of strata
company regarding
submeters,

3. (1) Where the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub-by-law (2) of this by-law, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- (2) The strata company shall lodge every sum received under this by-law to the credit of an interest-bearing account with a savings bank or building society and all interest accruing in respect of amounts so received shall, subject to this by-law, be held on trust for the proprietor or occupier who made the payment.
- (3) If the proprietor or other occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that proprietor or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) Where a person who has paid an amount under this by-law to a strata company satisfies the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by-law.

Constitution of the
council.

4. (1) The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.



- (2) Until the first annual general meeting of the strata company, the proprietors of all the lots shall constitute the council.
- (3) Where there are not more than 3 proprietors the council shall consist of all proprietors and where there are more than 3 proprietors the council shall consist of not less than 3 nor more than 7 proprietors as is determined by the strata company.
- (4) Where there are more than 3 proprietors the members of the council shall be elected at each annual general meeting of the strata company or, if the number of proprietors increases to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but, if the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietor whose name appears first in the certificate of title for the lot shall be the nominee.
- (7) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (8) Except where the council consists of all the proprietors, the strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (9) A member of the council vacates his office as a member of the council-
 - (a) if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - (b) upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which he is not elected or re-elected;
 - (d) in a case where he is a member of the council by reason of there being not more than 3 proprietors, upon an election of members of the council (as a result of there being an increase in the number of proprietors to more than 3) at which he is not elected; or
 - (e) where he is removed from office under sub-by-law (8) of this by-law.
- (10) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in a case where a casual vacancy arises because of the removal from office of a member under sub-by-law (8), the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members; and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

Election of council. 5. The procedure for nomination and election of members of a council shall be in accordance with the following rules-

- (1) The meeting shall determine, in accordance with the requirements of by-law 4 (3) of this schedule the number of persons of whom the council shall consist.
- (2) The chairman shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to his nomination, given-
 - (a) in writing, and furnished to the chairman at the meeting; or
 - (b) orally by a nominee who is present at the meeting.
- (4) When no further nominations are forthcoming, the chairman-
 - (a) where the number of candidates equals the number of members of the council determined in accordance with requirements of by-law 4 (3) of this schedule, shall declare those candidates to be elected as members of the council;

Handwritten signature

- (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall-
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- (6) A person who is entitled to vote shall complete a valid ballot paper by-
 - (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - (b) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - (c) signing the ballot-paper; and
 - (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot-papers in favour of each candidate.
- (8) Subject to sub by-law (9) of this by-law, candidates, being equal in number to the number of members of the council determined in accordance with by-law 4 (3) of this schedule, who receive the highest numbers of votes shall be declared elected to the council.
- (9) Where the number of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub by-law (8) of this by-law and-
 - (a) that number equals the number of votes recorded in favour of any other candidates; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election shall be decided by a show of hands of those present and entitled to vote.

Chairman, secretary and treasurer of council.

- 6. (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person-
 - (a) shall not be appointed to an office referred to in sub-by-law (1) of this by-law unless he is a member of the council; and
 - (b) may be appointed to one or more of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) of this by-law shall hold office until-
 - (a) he ceases to be a member of the council;
 - (b) receipt by the strata company of notice in writing of his resignation from that office; or
 - (c) another person is appointed by the council to hold that office,
 whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at that meeting shall appoint one of their number to preside at that meeting during the absence of the chairman.

Chairman, secretary and treasurer of strata company

- 7. (1) Subject to sub-by-law (2) of this by-law, the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorise a person who is not a proprietor to act as the chairman of the strata company for the purposes of that meeting.
- (3) A person appointed under sub-by-law (2) of this by-law may act until the end of the meeting for which he was appointed to act.

- | | |
|---|---|
| Meetings of council. | <p>8. (1) At meetings of the council, all matters shall be determined by a simple majority vote.</p> <p>(2) The council may-</p> <ul style="list-style-type: none"> (a) meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying in the notice the reason for calling the meeting; (b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the common property and the exercise and performance of the powers and duties of the strata company; (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation. <p>(3) A member of a council may appoint a proprietor, or an individual authorized under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.</p> <p>(4) A proprietor or individual may be appointed under sub-bylaw (3) of this by-law whether or not he is a member of the council.</p> <p>(5) If a person appointed under sub-bylaw (3) of this bylaw is a member of the council he may, at any meeting of the council, separately vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.</p> <p>(6) The council shall keep minutes of its proceedings.</p> |
| Powers and duties of secretary of strata company. | <p>9. The powers and duties of the secretary of a strata company include-</p> <ul style="list-style-type: none"> (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act; (c) the supply of information on behalf of the strata company in accordance with section 43 (1) (a) and (b) of the Act; (d) the answering of communications addressed to the strata company; (e) the calling of nominations of candidates for election as members of the council; and (f) subject to sections 49 and 103 of the Act the convening of meetings of the strata company and of the council. |
| Powers and duties of treasurer of strata company. | <p>10. The powers and duties of the treasurer of a strata company include-</p> <ul style="list-style-type: none"> (a) the notifying of proprietors of any contributions levied pursuant to the Act; (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; (c) the preparation of any certificate applied for under section 43 of the Act; and (d) the keeping of the books of account referred to in section 35 (1) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act. |
| General meetings of strata company. | <p>11. (1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.</p> <p>(2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.</p> <p>(3) The council may when ever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.</p> <p>(4) If the council does not within 21 days after the date of the making of a requisition under this by-law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than one-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.</p> <p>(5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and</p> |



registered first mortgagees who have notified their interests to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.

(6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub-by-law (5) of this by-law.

Proceedings at
general meetings.

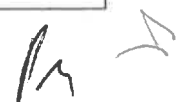
12. (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
- (2) Except where otherwise provided in these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (3) One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- (4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the persons entitled to vote and present constitute a quorum.
- (4a) Sub-by-laws (3) and (4) of this by-law do not apply to a general meeting of the strata company referred to in section 50b.
- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolutions may be passed at a general meeting by a simple majority vote.
- (7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- (8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of or against such resolution.
- (9) A demand for a poll may be withdrawn.
- (10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

Restriction on motion
or nominating
candidate.

13. A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.

Votes of proprietors.

14. (1) On a show of hands each proprietor has one vote.
- (2) On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
- (3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting.
- (5) A proxy need not be a proprietor.
- (6) Except in cases where by or under the Act a unanimous resolution or resolution without dissent is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- (7) Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- (8) On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.



- (9) The joint proxy (if any) on a poll has a vote proportionate to the interests in the lot of such of the joint proprietors as do not vote personally or by individual proxy.
- Common seal. 15. (1) The common seal of the strata company shall at no time be used except by authority of the council previously given and in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by-law.
- (2) The council shall make provision for the safe custody of the common seal.

SCHEDULE 2. (SECTION 42 (2))

- Vehicles, 1. A proprietor, occupier, or other resident of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the strata company.
- Obstruction of common property, 2. A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.
- Damage to lawns, etc., on common property, 3. Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot 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 own purposes as a garden.
- Behaviour of proprietors and occupiers, 4. A proprietor, occupier, or other resident of a lot 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 proprietor, occupier, or other resident of another lot or to any person lawfully using common property.
- Children playing upon common property in building, 5. A proprietor, occupier, or other resident of a lot 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.
- Depositing rubbish, etc., on common property, 6. A proprietor, occupier, or other resident of a lot shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier, or other resident of another lot or of any person lawfully using the common property.
- Drying of laundry items, 7. A proprietor, occupier, or other resident of a lot shall not, except with the consent in writing of the strata company-
- (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 building, other than for a reasonable period on any lines provided by the strata company for the purpose; or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
- Storage of inflammable liquids, etc, 8. A proprietor, occupier, or other resident of a lot shall not, except with the approval in writing of the strata company, use or store upon the lot 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.
- Moving furniture etc., on or through common property, 9. A proprietor, occupier, or other resident of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council sufficient notice of his intention to do so to enable the council to arrange for its nominee to be present at the time when he does so.
- Floor coverings, 10. A proprietor of a lot shall ensure that all floor space within the lot (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 proprietor, occupier or other resident of another lot.

Handwritten signature/initials

Garbage disposal.

11. A proprietor or occupier of a lot-
- (a) shall maintain within his lot, or on such part of the common property as may be authorized by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
 - (b) comply with all local government authority by-laws and ordinances relating to the disposal of garbage;
 - (c) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage.

Additional duties of proprietors, occupiers, etc.

12. A proprietor, occupier or other resident shall not-
- (a) use the lot 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 lot or common property; or
 - (c) subject to section 42(15) of the Act, keep any animals on the lot that he owns, occupies or resides in or the common property after notice in that behalf given to him by the council.

Notice of alteration to lot

13. A proprietor of a lot shall not alter the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event shall not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

Appearance of lot

14. A proprietor, occupier or other resident of a lot shall not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

TENANT CHECKLIST

TENANT(S) Peter Marchese

PREMISES 14/23 Ridley Street

DATE 1/4/21

At the meeting between the Tenant and the Lessor's Agent, the Lessor's Agent has explained to the Tenant(s):

- ☒ The standard terms and conditions of the Residential Tenancy Agreement
- ☒ The special terms of the Lease contained in any annexures (for example Strata By-Laws).
- ☒ The commencement and termination dates of the lease.
- ☒ The method and timing of the agreed rental payments.
- ☒ The action that will be taken by the Lessor's Agent if the rent is not paid
- ☒ The requirement of the Tenant(s) to connect gas, electricity, and telephone services to the Premises in the name of the Tenant(s) and that the consumption of utility services is at the Tenant's expense.
- ☒ The Lessor does not provide insurance cover for the Tenant's personal property.
- ☒ The Tenant's obligation to report damage to the Premises and to inform the Lessor's Agent of items that require repair and maintenance.
- ☒ The procedure to vacate the Premises at the termination of the Lease
- ☒ The procedure to request an early termination of the Lease.
- ☒ The damages that are likely to be claimed by the Lessor if the Lessor agrees to an early termination of the Lease.
- ☒ The purpose of the Property Condition Report.
- ☒ The purpose and frequency of routine inspections.
- ☒ The Lessor's right under the Residential Tenancies Act to access the Premises without the Tenant being in attendance.
- ☒ The lessor will seek a termination of the Lease if the Tenant permits the use of illegal drugs on the Premises.

- THE TENANT HAS RECEIVED THE FOLLOWING DOCUMENTS
- ☐ A signed copy of the Residential Tenancy Agreement and any annexures
 - ☐ Property Condition Report
 - ☐ Bond Lodgement
 - ☐ Information for Tenant

Signed in recognition of having received an explanation of the above issues and having received the above documents.

Owner's Agent

Tenant

[Signature]

[Signature]