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36B Kallama Parade	Millars Well	
	WA	6714

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

first national REAL ESTATE Karratha

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	Garry James	
Family name	Murphy	
Lessor 2 [Insert name of lessor(s) and contact details]		Is this lessor an organisation? ☐ Yes
Given name(s) or Organisation Name	Lynette Mary	
Family name	Murphy	
Lessor 3 [Insert name of lessor(s) and contact details]		Is this lessor an organisation? ☐ Yes
Given name(s) or Organisation Name		
Family name		
Lessor 4 [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	Dept. of Biodiversity Conservation & Attractions	
Family name		
Mobile	0437 784 817 (Sharon)	
Email	karratha.admin@dbca.wa.gov.au	
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	First National Real Estate Karratha		
Address	5/2609 Sharpe Avenue, Karratha, WA, 6714		
Telephone	0891442200	Facsimile	
Email	property@kfnr.com.au		

TERM OF AGREEMENT [*delete as appropriate]	
* [redacted]	insert date
*This residential tenancy agreement is fixed starting on	insert date Date: 29 / 4 / 2026
and ending on	insert date Date: 28 / 4 / 2027

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.

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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	Garry James	Murphy	Email: Yes ☑ /No ☐	Facsimile: Yes ☐ /No ☑
Lessor 2	Lynette Mary	Murphy	Email: Yes ☐ /No ☐	Facsimile: Yes ☐ /No ☐
Lessor 3			Email: Yes ☐ /No ☐	Facsimile: Yes ☐ /No ☐
Lessor 4			Email: Yes ☐ /No ☐	Facsimile: Yes ☐ /No ☐

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

Tenant 1	Dept. of Biodiversity Conservation & Attı		Email: Yes ☑ /No ☐	Facsimile: Yes ☐ /No ☑
Tenant 2			Email: Yes ☐ /No ☐	Facsimile: Yes ☐ /No ☐
Tenant 3			Email: Yes ☐ /No ☐	Facsimile: Yes ☐ /No ☐
Tenant 4			Email: Yes ☐ /No ☐	Facsimile: Yes ☐ /No ☐

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

Lessor's property manager Email: Yes ☑ /No ☐ Facsimile: Yes ☐ /No ☑
[insert email or facsimile if different from contact details above]

RESIDENTIAL PREMISES

The residential premises are [Insert address]

Address 1	36B Kallama Parade				
Address 2					
Suburb	Millars Well	State	WA	Postcode	6714

Postal Address [If different from above]

PO Box		Town/City		Postcode	
Address 1					
Address 2					

and

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

MAXIMUM NUMBER OF OCCUPANTS

No more than	insert number: 2 Adults	persons may ordinarily live at the premises at any one time.

RENT

The rent is	insert amount: $ 1400.00	per week/~~calculated by reference to tenants income~~ [insert calculation] payable weekly*/~~fortnightly~~* in advance [*delete as appropriate]
starting on	insert date: Date: 296 / 04 / 2026	

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: 016 498	account number: 3540 93136
account name: FIRST NATIONAL REAL ESTATE KARRATHA REBA T/A TC38225	payment reference: TEN08596

or

~~(c) as follows:~~

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SECURITY BOND

A security bond of	insert amount $ 5,600.00	and a pet bond of	insert amount $

must be paid by the tenant on signing this agreement.

Note: Unless the rent for the premises exceeds $1,200 per week, the security bond must not exceed the sum of 4 weeks rent plus a pet bond not exceeding $350 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet the costs of any damage caused by the pet or fumigation of the premises.

RENT INCREASE

In the case of a periodic tenancy (see "TERM OF AGREEMENT") any rent increase will be no sooner than 12 months after the commencement of this tenancy or the date of the last rent increase. The lessor must give at least 60 days notice of the increase.

Note: If rent is calculated by reference to income, the requirement to provide a notice of rent increase only applies if the method of calculating the rent is changed.

In the case of a fixed term tenancy (see "TERM OF AGREEMENT") the rent increase will be

[insert maximum increase or method of calculating increase, e.g. CPI or percentage]

and take effect no sooner than 12 months after the commencement of this tenancy agreement or the date of the last rent increase. The lessor must give at least 60 days' notice of the increase.

Note: For fixed term lease agreements exceeding 24 months, refer to Part C for details of subsequent rent increases.

WATER SERVICES

Is scheme water connected to the premises? ☑ Yes ☐ No

Note: If the property is not connected to scheme water, the tenant may have to purchase water at their own expense.

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay	[insert number] 100 %	of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises?

☐ Yes ☑ No

ELECTRICITY, GAS AND OTHER UTILITIES

Indicate for the utilities below whether or not the premises are separately metered:

Electricity:	☑ Yes	☐ No	
Gas:	☐ Yes	☑ No	
Water:	☑ Yes	☐ No	
Other:	☐ Yes	☑ No	
(please specify):	☐ 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.

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:	Consumed kWh for billing period multiplied by Horizon Power's Residential Tariff (A2) plus supply charge if applicable. [insert method of calculation]
Gas:	Gas Bottle at Tenants cost (where applicable) - refer to Special Conditions Item 4. [insert method of calculation]
Water:	Consumed kilolitres for billing period multiplied by Water Corporation's water use tariff. [insert method of calculation]
Other:	(please specify) NOT APPLICABLE [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

SCHEME BY-LAWS FOR A COMMUNITY TITLES SCHEME

Belongs, **community titles scheme**, **scheme by-laws**, **tier 2 scheme** and **tier 3 scheme** have the meanings given in the *Community Titles Act 2018* section 3(1).

Scheme by-laws for a community titles scheme ~~ARE~~/ARE NOT* [*delete as appropriate] applicable to the residential premises
A copy of the scheme by-laws is attached: ☐ Yes ☑ No

If scheme by-laws for a community titles scheme are applicable to the residential premises, and the premises is in a tier 2 scheme or a tier 3 scheme, the scheme by-laws to be attached must include the scheme by-laws for a community titles scheme to which that tier 2 scheme or tier 3 scheme belongs.

PETS

The pets listed below can be kept at the premises [please specify]:

Type:	Number:	Type:	Number:
N/A			

The following conditions apply to the keeping of pets at the premises:

Cleaning, maintenance or fumigation: [please specify]

Other conditions: [please specify]

Note: A tenant must have the consent of the lessor to keep a pet at the premises. A lessor can only refuse consent in certain circumstances. Any conditions on the keeping of a pet must be reasonable. Consent is not required to keep an assistance animal.

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 MAKE MODIFICATIONS

The tenant may make:

- furniture safety modifications to prevent injury to a child or person with a disability
- modifications to prevent entry in circumstances of family violence
- modifications to support a person with a disability; or
- minor modifications

in accordance with Part B, clauses 33 and 34 (below).

Other modifications (See Part B, clause 35):

The tenant may make the following modifications to the premises without the lessor's consent [please specify]

[*delete as appropriate]

*The tenant may make other modifications to the premises with the consent of the lessor (will apply if no selection made)
~~*The tenant must not make any other modifications to the premises (does not apply in relation to disability access modifications).~~

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PROPERTY CONDITION REPORTS

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is to be taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.

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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).
10. The lessor is responsible for any of the following contributions in respect of the premises:
    - 10.1 contributions (as defined in the *Strata Titles Act 1985* section 3(1)) imposed on the owner of the premises under the *Strata Titles Act 1985* section 100;
    - 10.2 contributions (as defined in the *Community Titles Act 2018* section 3(1)) determined by a community corporation as the amount it requires from the owner of the premises (as a member of the community corporation) under the *Community Titles Act 2018* section 88.

PUBLIC UTILITY SERVICES

11. **Public utility services** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
12. 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.
13. 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.
14. If the premises are separately metered, the notice of the charge must specify –
    - 14.1 the relevant meter reading or readings; and
    - 14.2 the charge per metered unit; and
    - 14.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
15. If the premises are not separately metered, the notice of the charge must specify –
    - 15.1 the calculation as per the agreed method; and
    - 15.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

16. The lessor must:
    - 16.1 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
    - 16.2 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.

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TENANT'S RIGHT TO QUIET ENJOYMENT

17. 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.
18. 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

19. The tenant must:
    - 19.1 use the premises as a place of residence; and
    - 19.2 not use or allow the premises to be used for any illegal purpose; and
    - 19.3 not cause or permit a nuisance; and
    - 19.4 not intentionally or negligently cause or permit damage to the residential premises; and
    - 19.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
    - 19.6 keep the premises in a reasonable state of cleanliness; and
    - 19.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
    - 19.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
20. 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

21. In this clause, ***premises*** includes fixtures and chattels provided with the premises but does not include:
    - 21.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
    - 21.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.

21A. The lessor must:
    - 21A.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
    - 21A.2 maintain and repair the premises in a timely manner; and
    - 21A.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.
23. 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.
24. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
    - 24.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
    - 24.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
    - 24.3 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
    - 24.4 if a tenant arranges for repairs to be carried out under clause 24.3, 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

25. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
    - 25.1 in any case of emergency;
    - 25.2 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;
    - 25.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
    - 25.4 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;
    - 25.5 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;
    - 25.6 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;
    - 25.7 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
    - 25.8 if the tenant agrees at, or immediately before, the time of entry;
    - 25.9 in accordance with the *Residential Tenancies Act 1987* section 46(6A) and (6B).
26. There are directions within the *Residential Tenancies Act* 1987 which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

27. ***Reasonable time*** means –
    - 27.1 between 8.00am and 6.00pm on a weekday; or
    - 27.2 between 9.00am and 5.00pm on a Saturday; or
    - 27.3 at any other time agreed between the lessor and each tenant.

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REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR

28. 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

29. 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

30. 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

31. The lessor or property manager exercising a right of entry:
    31.2 must do so in a reasonable manner; and
    31.2 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

32. 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.

MODIFICATIONS TO THE PREMISES

33. The tenant is permitted to make modifications or changes to the premises as follows:
    33.1 Security modifications to prevent family violence – The tenant may make prescribed modifications necessary to prevent a person from entering premises in circumstances of family violence, including, installing security alarms and cameras; locks, screens and shutters on windows; security screens on doors; exterior lights; locks on gates; and pruning of shrubs and trees to improve visibility. The tenant must give the lessor written notice of their intention to make one or more of these prescribed modifications but does not need the lessor's consent. Work must be carried out by a suitable tradesperson. The tenant must provide a copy of the invoice for the work to the lessor within 14 days of the work being carried out.
    33.2 Furniture safety modifications – The tenant may, with the lessor's consent, attach furniture to a wall for the purpose of ensuring the safety of a child or person with a disability. The tenant must ask the lessor for consent to attach the furniture and the lessor must respond within 14 days. The lessor may only refuse consent in limited circumstances, including where the modification would disturb asbestos, the property is heritage listed or scheme by-laws do not permit the furniture to be secured. If the lessor does not respond within 14 days, consent is automatically granted.
    33.3 Minor modifications – The tenant may, with the lessor's consent, make a minor modification to the premises. The tenant must ask the lessor for consent to make a minor modification and the lessor must respond within 14 days. The lessor can only refuse consent in limited circumstances, including where the modification would disturb asbestos, the property is heritage listed or where a written law or scheme by-law prevents the modification. If the lessor wants to refuse for another reason, they must get the approval of the Commissioner for Consumer Protection. If the lessor does not respond within 14 days, consent is automatically granted.

    Note: A list of minor modifications is set out in the regulations and is available on the Consumer Protection website.
34. The lessor cannot refuse consent to a modification needed to allow a person with a disability to access or use the premises if refusal would be unlawful under the *Equal Opportunity Act 1984* (WA) or the *Disability Discrimination Act 1992* (Cth).
35. For modifications not dealt with in clause 33 and 34 ("other modifications"):
    35.1 If Part A lists other modifications that the tenant is allowed to make, the tenant may make those modifications after giving the lessor notice of the tenant's intention to make the modifications.
    35.1 If Part A allows the tenant to make other modifications with the lessor's consent, the tenant may ask the lessor for consent to make the modification and the lessor must respond within 28 days. The lessor must not unreasonably refuse consent and may impose reasonable conditions on the consent. If the lessor does not respond within 28 days, consent is automatically granted.
36. Tenant responsibilities in relation to modifications:
    36.1 The tenant is responsible for the costs of making a modification and for maintenance of the modification.
    36.2 Modifications must be made taking into account the age and character of the property and in some cases must be carried out by a qualified tradesperson.
    36.3 At the end of the tenancy, the tenant must remove the modification and restore the premises, unless otherwise agreed with the lessor.
37. Lessor modifications – If the lessor wants to make a modification to the premises, the lessor must ask the tenant for consent and the tenant must respond within 28 days. The tenant cannot unreasonably refuse consent and may impose conditions, including a condition about when the lessor can enter the premises to carry out work. If the tenant does not respond within 28 days, consent is automatically granted.

    Note: Further information about modifications, forms, timeframes and the Commissioner application process is available on the Consumer Protection website at www.dmirs.wa.gov.au/renting

LOCKS AND SECURITY DEVICES

38 The prescribed means of securing the premises are defined in the *Residential Tenancies Regulations 1989*. In every tenancy:
    38.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
    38.2 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 38.4; and
    38.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 38.2; and
    38.4 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.

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PETS

39. The tenant may keep a pet at the premises with the consent of the lessor. The lessor can only refuse consent in limited circumstances, including where a written law, local law or scheme by-law does not permit the pet. If the lessor wants to refuse for another reason, they must get the approval of the Commissioner for Consumer Protection.
40. The tenant is responsible for any nuisance or damage caused by the pet.
41. A tenant may keep an assistance animal at the premises without the consent of the lessor.

Note: Further information about pets, relevant forms, timeframes and the Commissioner application process is available on the Consumer Protection website at www.dmirs.wa.gov.au/renting

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

CONTRACTING OUT

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

ENDING THE RESIDENTIAL TENANCY AGREEMENT

44. This residential tenancy agreement can only be terminated in certain circumstances.
45. 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:
    - 45.1 remove all the tenant's goods from the residential premises; and
    - 45.2 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
    - 45.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
46. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED TERM AGREEMENT

47. If this agreement is a fixed term agreement it may be ended:
    - 47.1 by agreement in writing between the lessor and the tenant; or
    - 47.2 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

48. If this agreement is a periodic agreement it may be ended:
    - 48.1 by agreement in writing between the lessor and the tenant; or
    - 48.2 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

49. A tenant's interest in a residential tenancy agreement may be ended:
    - 49.1 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
    - 49.2 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
    - 49.3 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

50. 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.
51. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Local Government, Industry Regulation and Safety on 1300 30 40 54 or visit www.dmirs.wa.gov.au/renting.
52. Warning: 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.
53. Warning: It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

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SECURITY BOND

54. The security bond is held by the Bond Administrator.
55. One, some or all the parties to the residential tenancy agreement may apply to the Bond Administrator for the release of the security bond ("security bond release application").
56. The lessor agrees that if the lessor or the property manager makes a security bond release application 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.
57. Where a security bond release application is not made by each person known to Bond Administrator as a party to the tenancy agreement, the Bond Administrator must give written notice of the security bond release application to each party known to the Bond Administrator that did not make the application. If a party responds to the Bond Administrator's written notice by disputing the security bond release application or does not respond within the period stated in the notice, the Bond Administrator must refer the security bond release application to the Commissioner for Consumer Protection for decision.
58. The Bond Administrator can only release the security bond when it receives:
    - 58.1 a security bond release application made or agreed to by each person the Bond Administrator knows is a party to the residential tenancy agreement (which may include where a party withdraws a notice of dispute in respect of a security bond release application or the parties agree to a variation of the security bond release application); or
    - 58.2 a decision of the Commissioner for Consumer Protection; or
    - 58.3 an order of the court.
59. **Warning:** It is an offence for a lessor or a property manager to ask or require a tenant to sign a security bond release application unless;
    - 59.1 the residential tenancy agreement has terminated, or all tenants have delivered up vacant possession of the premises and the parties agree in writing to terminate the agreement in accordance with section 81C(4) of the *Residential Tenancies Act 1987*, or the application is for the partial release of the security bond in accordance with section 81D of the *Residential Tenancies Act 1987*; and
    - 59.2 the application states the amount of the security bond (if any) to be paid to the lessor and the tenant or, if there are co-tenants, each tenant.

TENANCY DATABASES

60. A lessor or property manager can only list a person on a residential tenancy database if:
    - 60.1 the person is a named tenant on the residential tenancy agreement; and
    - 60.2 the residential tenancy agreement has been terminated; and
    - 60.3 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

61. A notice under this agreement must be given:
    - 61.1 in the prescribed form; or
    - 61.2 if there is no prescribed form but there is an approved form - in the approved form; or
    - 61.3 if there is no prescribed form or approved form - in writing.
62. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.
63. A notice under this agreement may be given to a person:
    - 63.1 by giving it to the person directly; or
    - 63.2 if an address for service for the person is given in the agreement - by posting it to the address for service; or
    - 63.3 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.
64. 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 LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY

65. 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 Local Government, Industry Regulation and Safety may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
66. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Local Government, Industry Regulation and Safety. The Department's role is one of mediation and conciliation. Except for disputes about the keeping of pets, making minor modification, or releasing the security bond, the Commissioner cannot issue orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

67. For most disputes about keeping a pet, making a minor modification, or releasing the security bond, the Commissioner may make a decision to resolve the dispute.
    Note: Information about the Commissioner's dispute resolution process is available on the Consumer Protection website at www.consumerprotection.wa.gov.au/renting-home .
68. For other matters, 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:
    - 68.1 restraining any action in breach of the agreement; and
    - 68.2 requiring a party to the agreement to perform a certain action under the agreement; and
    - 68.3 order the payment of any amount owing under the agreement; and
    - 68.4 order the payment of compensation for loss or injury.

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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 N/A, or such later time as agreed to by the lessor's property manager:
*[*strike out whatever subparagraphs do not apply]*

(i)* this residential tenancy agreement is signed by the tenant(s) and returned by the tenant to the lessor's property manager at the physical address or email address appearing in this lease;

(ii)* any security bond and any pet bond required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on the signing of the residential tenancy agreement are paid to the lessor's property manager; and

(iii)* any first payment of rent required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on or before the signing of the residential tenancy agreement is paid in accordance with Part A;

and

(b) The residential tenancy agreement is signed by the lessor or the property manager (PROVIDED THAT if the tenant has been granted an option to enter the lease and paid an option fee, there shall be no need for the agreement to be signed by the lessor or property manager in order for a binding agreement to exist and this pre-requisite (b) shall not apply).

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

2. THE TENANT'S OBLIGATIONS

Rent

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

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

Renegotiated Fixed Term Lease (section 31B of the Act)

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

2.3. Rental under this lease will be the amount stipulated under the heading "Rent" in Part A of this lease.

Rent Reviews

2.4. If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review] Twelve (12) months using the following Method of Rent Review [insert method A, B, C, or D as defined below]

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

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

Note: Any increase in rent must be no sooner than 12 months after the commencement date of this tenancy or the date of the last increase. The lessor must give to the tenant at least 60 days' notice of the increase.

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

Method of Rent Review [N/A] Review Date [ ]

Method of Rent Review [N/A] Review Date [ ]

Method of Rent Review [N/A] Review Date [ ]

Method of Rent Review [N/A] 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: [N/A]

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 x (C/P)

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

C = the Current CPI (the CPI number for the month last published before the Rent Review Date)

P = the Previous CPI (the CPI number for the month published one (1) year before the 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 a sum being

[$ 35% of the current rent] *[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 12 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 dangerous dogs as defined under the Dog Act 1976 and Dog 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, or as required by the Commissioner, 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 an assistance animal.

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.

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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, Community Corporation or their 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 19.5 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 except as allowed pursuant to the *Residential Tenancies Act 1987*.

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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 19 and/or 20 of Part B of this residential tenancy agreement.

Inspections

2.28. Provided that the lessor has complied with clauses 25 to 29 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 38 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 44 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.

NBN Connection Box

4.4 The tenant must not remove from the premises any nbn connection box installed, any other equipment with the nbn logo, or any cables supplied by nbn, when vacating the premises. These items are the property of nbn, are commonly registered to the specific address, and may not work elsewhere.

Cleaning of Carpets

4.5 As part of the tenant's obligations under clause 19.6 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.

5. ELECTRONIC SERVICE

If a Tenant Lessor or Property Manager listed in Part A of the Lease has consented to notices documents and information being given by email or facsimile, then they may provide an additional email or facsimile address to the other party for the giving of notices documents and information.

[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.

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6. DEFINITIONS AND INTERPRETATION

6.1 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.

6.2 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, community 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.

6.3 Any reference in this lease to the **"lessor"** doing anything shall mean and include it being done by the lessor's Property Manager.

6.4 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.

7. 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.This includes the uploading of information to third party websites such as reiwa.com which may themselves use and/or disclose that information to the data collection agencies such as RP Data Pty Ltd. 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.

8. ADDITIONAL TENANTS

8.1 If there are more than four tenants then the extra tenants must sign the Annexure – Additional Tenants, and it forms part of this lease.

9. ANNEXURES

The attached annexures:

form part of this Lease.

Initials | Initial | Initial

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

1. Cyclones: The Tenant acknowledges that the property may be subject to cyclone weather and or tropical storms. In the event of either a cyclone or tropical storm warning issued by the Bureau of Meteorology, State Emergency Services for the Pilbara, the tenant agrees to:

   1.1. Where applicable, secure all cyclone screens prior to the cyclone season.
   1.2. Remove all outdoor equipment including but not limited to shade sails, outdoor fans, outdoor televisions, furniture, rubbish bins and Foxtel / Austar dishes.

   Failure to comply with this section will render the Tenant liable for all costs incurred as a result of such failure.

2. Occupants Information: Where the Premises have been assigned to a company; the Tenant agrees to provide in writing, to the Lessor or the Lessors Agent, the names and contact details of any persons that have been authorised to occupy the premises.

3. Other Vehicles: The Tenant acknowledges that caravans, boats or trailers are not permitted to be parked on or around the property without the prior written consent of the Lessor.

4. Gas Bottles: If the property has gas bottles the Lessor does not warrant that the bottles are full at the commencement of the lease. Any cost associated with the filling of the gas bottles are the responsibility of the tenant.

5. Photography/Video Use: The Tenant acknowledges that that photography and or video will be used at the time of inspecting the property for the purposes of reporting information to the Lessor. Should there be any personal belongings the tenant does not want included in photographs or videos, the tenant agrees that it will be their responsibility to places these belongings out of view.

6. Air Conditioning: The Tenant acknowledges that the air conditioning filters will require cleaning on a monthly basis. The Tenant further acknowledges that should they fail to keep the air conditioning filters clean and the air conditioning system fails or is damaged, then the Tenant will be responsible for all costs as a result of their failure to maintain the filters.

7. Swimming Pool / Spa: The Tenant agrees to provide to the Lessor a certificate from a professional pool operator stating that the pool and all its apparatus/pool equipment, including the filter, are in good working order and in a hygienic safe condition at the end of the lease.

8. Reticulation: The Tenant agrees to provide to the Lessor or Lessors Agent a certificate from either a professional trades person, landscaper, plumber or reticulation specialist; stating that the reticulation including all fittings are in good working order at the end of the lease.

9. Release of Keys - End of Tenancy: The Tenant acknowledges that the Lessor Lessor or Lessors Agent is not required to release the keys once the Tenant has vacated the property for the purposes of rectifying any discrepancies or breaches noted at the final bond inspection.

10. Giving of Notices and Information by Electronic Means The tenant/s acknowledge that all notices and correspondence will be issued by email to the Primary Tenant (listed as Tenant 1 on the lease agreement) to the nominated email address as supplied. The Tenant further acknowledges that they are responsible to notify the Owners Agent should the email address change.

11. Garbage Bins: The Tenant acknowledges that they are responsible for the placement and collection of the bins from the kerbside on collection day, and further, that the bins must be removed from the kerbside immediately after or as soon as practical on the day of collection.

    12.1 The Tenant acknowledges that they are responsible for the full cost of replacement (as determined by the council) should the garbage bin/s, supplied by the council be lost, damaged or stolen.
    12.2 The garbage bins must be returned in a clean and sanitary condition at the end of the lease.

12. Remote Inspections: The Agent may require the Tenant from time to time to be available at the property for the purposes of a remote inspection. This may include taking photos of the property and or video conferencing via third party apps, when requested.

13. Furnished & Equipped Properties: In the event that the property is equipped with either linen, cutlery, crockery, or cookware; the tenant agrees upon vacation of the premises, to have all items washed and or cleaned. Any supplied linen is to be folded and left on the bed.

Initials Initial Initial

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.

IF the Lessor and Tenant agree that the Tenant may keep a Pet at the Premises, the Tenant agrees to the following conditions:

1. The Tenant must be a responsible pet owner, showing due care for the cleanliness of the Pet and the Lessors Premises and for the amenity of the neighbourhood.

2. If the Premises are part of a strata scheme and the Strata Owners resolve that pets cannot be kept on the strata lot comprising the Premises then the Tenant must remove the Pet from the Premises.

3. If the Tenant breaches these conditions and fails to remedy any breach within 14 days after written notice of breach has been given then the Tenant must immediately remove the Pet from the Premises.

4. The Tenant agrees to abide by any laws or by-laws of the Local Government Authority relating to pets.

5. Any additional or replacement pets to the Pet must be approved by the Lessor in writing, and if approved, will be subject to these conditions.

6. The Lessor may at any time request, and the tenant must provide, a photograph of the Pet.

7. The Lessor and tenant agree that the Pet must:

   a. be kept clean, quiet and controlled at all times,
   b. be free from parasites and disease,
   c. be domesticated,
   d. not disturb neighbours, and other tenants or other pets,
   e. not wander unsupervised (excepts for a cat which must be kept indoors at night),
   f. be toilet trained,
   g. receive appropriate veterinary care where required,
   h. be under control or on a lead when passing through any common property, so that the Pet does not disturb other tenants, their visitors or other pets.

8. The Tenant is responsible for keeping all areas where the pet is housed fed clean, fresh, safe and clean of parasites.

9. The Tenant must promptly pick up and dispose of all faeces (pet droppings) in an appropriate bag and have them placed in a rubbish bin and wash away the urine from outdoor areas.

10. The Tenant is liable for any damage or injury caused by the Pet to the Premises and will pay the Lessor for any costs or expenses incurred by the Lessor as a result of damage or injury to any person or property. Damage includes destruction or damage to garden, lawn, reticulation and courtyard areas.

11. The Tenant warrants that, having inspected the Premises, the fences at the Premises are adequate to enclose the Pet. If the fences are not effective at enclosing the Pet, then the Tenant must make alternative arrangements to accommodate the Pet.

12. If the fence is damaged (not by the Tenant or the Pet) and becomes inadequate to enclose the Pet, then the Tenant must (a) promptly notify the Lessors Agent and (b) make alternative arrangements to accommodate the Pet, until the fence is repaired.

13. If the Pet is capable of carrying parasites that can affect humans, then the Tenant agrees to increase the Security Bond by $260 (Pet Bond).

14. The tenant agrees upon vacation of the premises, to have the property (internal and external) fumigated for any parasite/s by a reputable pest control company and provide the Lessors Agent with a receipt as evidence that fumigation has been carried out.

15. To make good or compensate the Lessor for damages caused to the property and/or gardens as a result of keeping the pet on the premises.

Initials

Initial

Initial

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

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

Tenant's Signature Date

/ /

/ /

/ /

/ /

CORPORATION:

Dept. of Biodiversity Conservation & Attractions — Name of Corporation

38 052 249 024 — ACN / ABN

Signed by: 17E33F8F0538498...

16/4/2026

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

Signed by: B43A921E72EB4EE...

16/4/2026

Naomi Fletcher

/ /

/ /

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/community complex, and

(3) Property Condition Report (4) Form 1AC - Information For Tenants

- have been received by the Tenant:

Signed by: 17E33F8F0538498...

16/4/2026

Date / / Date / /

Date / / Date / /

(Signed by Tenants)

For information about your rights and obligations as a lessor or tenant, contact the Department of Local Government, Industry Regulation and Safety on 1300 30 40 54 or visit **www.consumerprotection.wa.gov.au/renting-home**

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FORM 1AC - Residential Tenancies Act 1987 - Section 27B

INFORMATION FOR TENANT

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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 receipt for any bond that you have paid (must be given as soon as practicable after the bond is paid)
- 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 $350 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 Local Government, Industry Regulation and Safety. 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 council.
- 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

For most disputes about keeping a pet, making a minor modification, or releasing the security bond, the Commissioner may make a decision to resolve the dispute. There are circumstances where an application may need to be made to the Magistrates Court for these disputes, such as where the Commissioner has declined to decide an application or a party wishes to appeal the Commissioner's decision.

Note: Information about the Commissioner's dispute process is available on the Consumer Protection website at www.consumerprotection.wa.gov.au/renting-home.

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 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 Local Government, Industry Regulation and Safety website at www.consumerprotection.wa.gov.au to view general information publications about disputes and about the Magistrates Court process.

FURTHER INFORMATION

CONSUMER PROTECTION DIVISION, DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY

Perth office: 140 William St, Perth, Western Australia 6000 **Hours** 8:30 a.m. – 4:30 p.m.
General Advice Line: 1300 30 40 54 **Email:** consumer@lgirs.wa.gov.au
Internet: www.consumerprotection.wa.gov.au

REGIONAL OFFICES:

Goldfields/Esperance: (08) 9021 9494 | **Great Southern:** (08) 9842 8366 | **Kimberley:** (08) 9191 8400
South-West: (08) 9722 2888 | **North-West:** (08) 9186 8828 | **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 Department of Local Government, Industry Regulation and Safety - www.consumerprotection.wa.gov.au Advice Line on **1300 30 40 54** for referral to a centre near you.

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STRATA TITLES ACT 1985

SCHEDULE

SCHEDULE 2 (Section 39)

Schedule 2 — Conduct by-laws

[Heading inserted by No. 30 of 2018 s. 98.]

1. Vehicles and parking

(1) An owner or occupier of a lot must take all reasonable steps to ensure that the owner's or occupier's visitors comply with the scheme by-laws relating to the parking of motor vehicles.

(2) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the strata company.

[Clause 1 inserted by No. 30 of 2018 s. 99.]

2. Use of common property

An owner or occupier of a lot must —

(a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment of the common property by other owners or occupiers of lots or of their visitors; and

(b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to an occupier of another lot (whether an owner or not) or the family of such an occupier; and

(c) take all reasonable steps to ensure that the owner's or occupier's visitors do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of a person lawfully using common property; and

(d) not obstruct lawful use of common property by any person.

[Clause 2 inserted by No. 30 of 2018 s. 100.]

3. Damage to lawns etc. on common property

Except with the approval of the strata company, an owner or occupier of a lot must not —

(a) damage any lawn, garden, tree, shrub, plant or flower on common property; or

(b) use any portion of the common property for the owner's or occupier's own purposes as a garden.

[Clause 3 amended by No. 30 of 2018 s. 101.]

4. Behaviour of owners and occupiers

An owner or occupier of a lot must be adequately clothed when on common property and must not use language or behave in a manner likely to cause offence or embarrassment to an owner or occupier of another lot or to any person lawfully using common property.

[Clause 4 amended by No. 30 of 2018 s. 102.]

[**5.** Deleted by No. 30 of 2018 s. 103.]

6. Depositing rubbish etc. on common property

An owner or occupier of a lot must not deposit or throw on 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 an owner or occupier of another lot or of any person lawfully using the common property.

[Clause 6 amended by No. 58 of 1995 s. 88(2); No. 30 of 2018 s. 104.]

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7. Drying of laundry items and signage

An owner or occupier of a lot must 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 their lot in such a way as to be visible from outside the building.

[Clause 7 amended No. 30 of 2018 s. 105.] [Former By-law 8 repealed by No. 58 of 1995 s. 88(3).]

8. Storage of inflammable liquids etc.

An owner or occupier of a lot must not, except with the written approval of the strata company, use or store on the lot or on 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.

[Clause 8, formerly by-law 9, renumbered as by-law 8 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 106.]

9. Moving furniture etc. on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless that person has first given to the council sufficient notice of their intention to do so to enable the council to arrange for its nominee to be present at the time when that person does so.

[Clause 9, formerly by-law 10, renumbered as by-law 9 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 107.]

10. Floor coverings

An owner of a lot must 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 an owner or occupier of another lot.

[Clause 10, formerly by-law 11, renumbered as by-law 10 by No. 58 of 1995 s. 88(4); amended by No. 30 of 2018 s. 108.]

11. Garbage disposal

An owner or occupier of a lot must –

(a) maintain within their lot, or on such part of the common property as may be authorised by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all local laws relating to the disposal of garbage; (c) ensure that the health, hygiene and comfort of an owner or occupier of any other lot is not adversely affected by their disposal of garbage.

[Clause 11, formerly by-law 12, renumbered as by-law 11 by No. 58 of 1995 s. 88(4); amended by No. 57 of 1997 s. 115(5); No. 30 of 2018 s. 109.]

12. Additional duties of owners and occupiers

An owner or occupier of a lot must not –

(a) use the lot for a purpose that may be illegal or injurious to the reputation of the building; or

(b) make undue noise in or about the lot or common property; or

(c) keep animals on the lot or the common property after notice in that behalf given to that person by the council.

[Clause 12 inserted by No. 58 of 1995 s. 88(5); amended by No. 74 of 2003 s. 112(22); No. 30 of 2018 s. 110.]

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13. Notice of alteration to lot

An owner of a lot must not alter or permit the alteration of the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event must 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.

[Clause 13 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 111.]

14. Appearance of lot

An owner or occupier of a lot must 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.

[Clause 14 inserted by No. 58 of 1995 s. 88(5); amended by No. 30 of 2018 s. 112.]

15. Decoration of, and affixing items to, inner surface of lot

An owner or occupier of a lot must not, without the written consent of the strata company, paint, wallpaper or otherwise decorate a structure which forms the inner surface of the boundary of the lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if that action will unreasonably damage the common property.

[Clause 15 inserted by No. 30 of 2018 s. 113.]

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FORM B4

OFFICE USE ONLY

J973430 SM
02 Nov 2006 12:05:19 Midland

*REG $ .00
*FEES $ .00

$82. FEES PAID ON ~~ACCT~~ EBIS ORDER # 1579584.

LODGED BY CLARK SETTLEMENTS

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No. 350 U.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items

Nos.

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.

EXAMINED

Department of Land Information
Government of Western Australia

REGISTRAR OF TITLES WESTERN AUSTRALIA

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ATTACHMENT NO. 5
Proposed by-laws in addition
To the standard by-laws

FORM 25

Strata Titles Act 1985

Section 5C (1)

SURVEY STRATA PLAN NO 48520

MANAGEMENT STATEMENT

(Name of original proprietors of land the subject of the plan)

RAPLEY WILKINSON PTY LTD AND CLOUGH PROPERTY INVESTMENTS PTY LTD.

(Description of parcel the subject of the plan)

LOT 47 ON DEPOSITED PLAN 48174, THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 2629 FOLIO 913.

Assist. Registrar of Titles 21/11/06 (Nea Farnace)

This management statement lodged or to be lodged with a survey-strata 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 of the Strata Titles Act 1985 that are to have effect upon registration of the survey-strata plan.

1. The Schedule 1 by-laws are ~~repealed and~~ added to as follows :

16. DEVELOPMENT OF EACH STRATA LOT

(1) The development or redevelopment of each survey strata lot must comply with an existing development approval issued by the Shire of Roebourne, or such alternative development approval as the Shire of Roebourne may grant, which complies with the grouped dwelling requirements of the Shire of Roebourne's Town Planning Scheme.

(2) Amendment to or repeal of the above provision cannot be effected without the Commission's agreement.

17. APPEARANCE OF A LOT DURING BUILDING CONSTRUCTION OR ALTERATIONS

A proprietor shall during the construction of a building or alteration to a building on their lot ensure –

(a) That the site is kept neat, tidy and that all rubbish and rubble is promptly removed;

(b) That all building materials are kept within the boundaries of their lot.

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18. CLEANING AND MAINTENANCE OF ACCESS WAYS AND COMMON PROPERTY SERVICES

The strata company or if appointed by the managing agent shall at all times be responsible for the maintenance, repair, replacement and cleaning of all items, structures, utilities and other services or improvements located within the common property. Such items include but are not limited to all vehicle access ways, parking areas, gardens, landscaping, drainage systems, water services, electrical wiring and switch systems, communications wiring and equipment and common property lighting.

19. DAMAGE TO COMMON PROPERTY

A proprietor, occupier or other resident of a lot will be responsible for any damage to any part of the common property through misuse.

20. MAINTENANCE OF GARDENS WITHIN LOTS

(1) The proprietor confers on the strata company the right to care for and maintain all landscaping, gardens and open areas that are contained within the front part of the proprietor's lot between the front of the dwelling and the paved access way on the common property lot.

(2) The proprietor authorises the strata company to enter the lot to exercise the rights conferred on the strata company under this by-law.

(3) The strata company shall be permitted to raise levies and include the costs of this work in the annual strata company budget.

21. INSURANCE

(1) In accordance with the requirements of the Strata Titles Act 1985, the strata company shall:

(a) Insure and keep insured to replacement value as defined in the Act, all buildings and parts of buildings whether part of the common property or part of a lot all structures, all services to lots, including any machinery that forms part of the common property and the common property; and

(b) Effect and maintain insurance in respect to damage to property, death or bodily injury for which proprietors of lots in the scheme could become liable in damages; and

(c) Effect and maintain insurance against liability to pay compensation under the Workers Compensation and Rehabilitation Act 1981; and

(d) Effect and maintain insurance in respect to office bearers liability; and

(2) Other risks that the strata company may from time to time determine.

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22. LEASING OF LOTS

Prior to the leasing of a lot the proprietor shall before the commencement date of such lease:

(1) Inform the strata company of the name of the proprietor's managing agent for the lot (if any) and the name of the lessee. This information shall be recorded on the strata company roll;

(2) Provide the lessee with a copy of the strata company by-laws; and

(3) Provide to the strata company a copy of an executed and stamped lease and ensure that such lease states that any non-compliance with the by-laws of the strata company shall be a default under the terms of such lease.

23. TENANTS AND OCCUPIERS TO BE BOUND BY THESE BY-LAWS

A proprietor, occupier or other resident's invitees, including without limiting the generality of the foregoing, any lessee or licensee of the proprietor, occupier or other resident shall be bound by these by-laws.

Clarence 2/11/06. (see fax) Assist. Registrar of Titles

2. The Schedule 2 by-laws are amended, repealed or added to as follows:

By-laws 1, 2, 9 and 10 are repealed.

By-laws 15-20 are to be added as follows:

15. COMMON PROPERTY LIGHTING

The proprietor of each lot will be liable to pay by levy for all common property lighting expenses, including electricity, repairs and replacements in the same proportions as the respective unit entitlements of each lot.

16. WATER USE ON COMMON PROPERTY

The proprietor of each lot will be liable to pay by levy for the consumption of water and the repairs and replacement of reticulation pipes and fittings used to maintain the gardens and landscaping on common property lot 13 in the same proportions as the respective unit entitlements of each lot.

17. GARBAGE DISPOSAL

A proprietor, occupier or other resident of a lot shall:

(a) use the allocated garbage bin to dispose of garbage, trash or other household waste;

(b) maintain their allocated garbage bin in clean and dry condition;

(c) comply with all local government authority by-laws and ordinances relating to garbage disposal

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(d) ensure that any household waste that is placed in the bins is wrapped and sealed so as not to cause offensive odours or unsanitary conditions;

(e) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his or her disposal of garbage.

18. PARKING ON COMMON PROPERTY LOT 13

A proprietor, occupier, other resident of a lot or visitor to a lot shall not park or stand a motor vehicle or other vehicle upon common property lot 13 in such a way as to prevent access and egress to other lots.

19. VEHICLES

(1) No vehicle of a commercial type (including but not limited to a dump truck, cement mixer truck, delivery truck, coach bus, inoperable vehicle, equipment whether mobile or otherwise) shall be parked, stored or kept on a lot other than for commercial deliveries.

(2) A Proprietor, occupier or other resident of a lot shall not conduct repairs, restorations or the wrecking of any motor vehicle, boat, trailer or other vehicle upon any portion of their lot, except wholly within the garage of the said lot, provided that such activity shall at no time be permitted if it is determined by the council to be a nuisance.

(3) A proprietor, occupier of other resident of a lot shall be permitted to conduct minor servicing of their recreational vehicles, boat motors and similar equipment provided it is limited to the confines of their lot between the hours of 8:00 a.m. and 6:00 p.m. and it does not interfere with the peaceful enjoyment of the other occupiers. Such activity shall at no time be permitted if it is determined by the council to be a nuisance.

20. SPEED LIMITS OF MOTOR VEHICLES WITHIN THE SCHEME

No motor vehicle will exceed a speed limit of five (5) kilometres per hour while travelling within the parcel boundaries and it shall be the responsibility of all proprietors and occupiers to ensure that this by-law is adhered to.

DATED THIS 25th DAY OF SEPTEMBER 2006

SIGNATURE OF APPLICANT / S

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The common seal of RAPLEY WILKINSON HOLDING PTY LTD (ABN: 70 035 539 224) was affixed in the presence of:

Rapley Wilkinson Holdings Pty Ltd
A.C.N. 009 442 068
COMMON SEAL

~~DIRECTOR~~ AUTHORISED SIGNATORY

SECRETARY / ~~DIRECTOR~~

The common seal of CLOUGH PROPERTY INVESTMENTS PTY LTD (ABN 26 009 060 968) was affixed in the presence of:

CLOUGH PROPERTY INVESTMENTS PTY LTD
A.C.N. 009 060 968
COMMON SEAL

DIRECTOR

SECRETARY / DIRECTOR

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CLARK SETTLEMENTS

Conveyancing with Care

SC:9912
2nd November 2006

DEPARTMENT OF LAND ADMINISTRATION
PO BOX 2222
MIDLAND WA 6936

BY FAX : 9273 7668

ATTENTION: DARRYL LAWRENCE

Dear Sir

RE: **DEALING NO: J966104**

We confirm that we are the Settlement Agents duly authorised to act on behalf of Rapley Wilkinson Pty Ltd and Clough Property Investments Pty Ltd.

To satisfy your requisition, we hereby authorise and request you to amend the Management Statements to read as follows:

Clause 1 - The Schedule 1 by-laws are added to as follows:

Clause 2 - By-laws 1, 2, 9 and 10 are repealed. By-laws 15 – 20 are to be added as follows:

Should you require any further information, please do not hesitate to contact the writer.

Yours faithfully

SUSAN CLARK
LICENSEE

C.C. Rapley Wilkinson Pty Ltd Fax: 9445 7774 (Alan Thomas)

C.C. Clough Property Investments Pty Ltd Fax: 9321 2239 (Ben Davis)

Telephone: (08) 9383 2214
Facsimile: (08) 9385 2069
Email: mail@clarkset.com.au
ABN: 75 112 428 610

PO Box 161, Cottesloe WA 6911
502 Stirling Highway
Mosman Park WA 6012

Licensee: Susan K Clark
Licensed Real Estate Settlement Agent
Assoc. of Australian Institute of Conveyancers
Commissioner for Declarations

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