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Government of **Western Australia**
Department of **Communities**

GROH RESIDENTIAL TENANCY AGREEMENT
(LEASE FROM PRIVATE OWNER)

Warning: By virtue of Regulations 5AB(b) and 7F of the Residential Tenancies Regulations 1989, sections 27A and 82 of the Residential Tenancies Act 1987 do not apply to this agreement. As a result, this agreement is not required to be in the form prescribed by the Residential Tenancies Regulations 1989 and Parts A and B of this agreement differ in some respects from the form prescribed. Part C of this agreement contains additional terms not found in the prescribed form.

PART A

This agreement is made between:

LESSOR

MINDEROO PTY LTD

ADDRESS: **C/- KARRATHA FIRST NATIONAL REAL ESTATE**

and

TENANT

The Housing Authority, acting through the Government Regional Officers' Housing (GROH) program, of 5 Newman Court, Fremantle, Western Australia.

LESSORS PROPERTY MANAGER

KARRATHA FIRST NATIONAL REAL ESTATE

ADDRESS: **PO BOX 937, KARRATHA WA 6714**

TELEPHONE: **(08) 9144 2200** EMAIL: property@kfnr.com.au

Giving of notices and information by electronic means

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the *Electronic Transactions Act 2011*.

Lessor

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

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

Tenant

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

Karratha.leased@communities.wa.gov.au

Lessor's property manager

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

property@kfnr.com.au

Indicate below whether the lessor agrees to rent remittance notices and information being given by email.

Email: Yes ☒ No ☐

property@kfnr.com.au

Note: *If you agree to receive rent remittance notices by email, paper copies of the same will not be issued.*

TERM OF AGREEMENT

This residential tenancy agreement is **FIXED FOR FOUR YEARS -** starting **on 06/08/2024; and ending on 05/08/2028 with NO FURTER OPTION.**

Note: *The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.*

RESIDENTIAL PREMISES

The residential premises are **LOT 70, 14/55 GARDUGARLI DRIVE, KARRATHA, WA, 6714** and include/exclude): NIL

_____

MAXIMUM NUMBER OF OCCUPANTS

Not applicable

RENT

The rent is **$1850.00** per week payable at least one week in advance starting on **06 AUGUST 2024.**

Note: *Notwithstanding the above, the Tenant may, in its absolute discretion, opt to pay the rent fortnightly or monthly in advance. If the rent is paid monthly in advance, then the amount of rent payable shall be determined by dividing the rent per week by 7 (to equal a rent payable per day), rounded to 3 decimal places and then multiplied by the number of days in the respective month. Note: this means that the rent payable per month will differ depending on the number of days in the month.*

The method by which the rent must be paid is:

(a) by cheque; or

(b) into the following account or any other account nominated by the lessor:

BSB number: 016-498

account number: 354093136

account name: Karratha First National

payment reference: _____

or

(c) as follows: Not applicable

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SECURITY BOND

A security bond of **$7400.00** and a pet bond of ~~**$260.00**~~ (NA) must be paid by the tenant on signing this agreement.

In the event that the tenant has already paid a previous bond to the lessor under a former lease for the premises ("Previous Bond"), and a refund of that Previous Bond has not yet been determined, the parties agree that the Previous Bond can transfer and be applied to this tenancy agreement in satisfaction or part satisfaction (as the case may be) of the tenant's obligation to pay a security bond under this clause.

The parties agree that:

i. If the amount of the Previous Bond exceeds the security bond amount payable under this agreement, then the difference between the Previous Bond and the security bond payable under this agreement will be immediately refunded by the lessor to the tenant

ii. If the amount of the Previous Bond is lower than the security bond amount payable under this agreement, then the difference between the Previous Bond and the security bond payable under this agreement will be immediately paid by the tenant to the lessor

Note: *Unless the rent for the premises exceeds $1,200 per week, the security bond must not exceed the sum of 4 weeks' rent plus a pet bond not exceeding $260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of cleaning of the premises but only if the tenant fails to arrange for cleaning in accordance with clause 67*

RENT INCREASE

Rent will be reviewed at the times and in the manner set out in clause 56 of Part C.

WATER SERVICES

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

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

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay **100%** of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

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

ELECTRICITY, GAS AND OTHER UTILITIES

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

Electricity Yes ☒ No ☐

Gas Yes ☒ No ☐

Water Yes ☒ No ☐

Other (please specify) _____

Subject to clause 58 of Part C, 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.

Subject to clause 58 of Part C, 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:

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- Electricity: 100%
- Gas: NA
- Water: NA
- Other (please specify): N/A

STRATA BY-LAWS

Strata by-laws ARE applicable to the residential premises. A copy of the by-laws are attached: Yes ☐ No ☒

PETS

~~The tenant may keep a pet or pets of any type at the residential premises~~.
Pets not permitted.

RIGHT OF TENANT TO ASSIGN OR SUB-LET

The tenant may assign the tenant's interest under this agreement and/or sub-let the premises (without being required to obtain the consent of the lessor).

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES

The tenant may affix any fixtures or fittings to the premises (without being required to obtain the lessor's written permission).

Subject to the preceding paragraph, the tenant may only make any renovation, alteration or addition to the structure of the premises with the lessor's written permission.

PROPERTY CONDITION REPORTS

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the date on which this agreement starts.

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

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

PART B

STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS

Subject to clause 36, 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.

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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 rent by post-dated cheque; or
   5.2 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
   5.3 require the tenant to pay any monetary amount other than rent, security bond and pet bond.

6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.

7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.

8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

PUBLIC UTILITY SERVICES

10. ***Public utility services*** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.

11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.

12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge in accordance with clause 58(d).

13. If the premises are separately metered, the notice of the charge must specify:
   13.1 the relevant meter reading or readings; and
   13.2 the charge per metered unit; and
   13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

14. If the premises are not separately metered, the notice of the charge must specify:
   14.1 the calculation as per the agreed method; and

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14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.

17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

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

19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

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

21. The lessor must:
    21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
    21.2 maintain and repair the premises in a timely manner; and
    21.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

22. ***Urgent repairs*** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs.

    Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Repairs that are necessary to supply or restore an essential service must be completed by a suitable repairer within 24 hours of notification to the lessor of the need for the repairs. Other urgent repairs are those that are not an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. These repairs must be completed within 48 hours of notification to the lessor of the need for the repairs.

    In addition, it is a requirement of this agreement that repairs that are necessary to remove or address a serious safety

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issue (including without limitation the repair or replacement of defective or non-operational smoke alarms and residual currency devices) (hereinafter called "**Emergency Repairs**") must be completed by a suitable repairer within 8 hours of notification to the lessor of the need for those repairs.

"**Routine Repairs**" are repairs which are neither Emergency Repairs or Urgent Repairs and shall include, if any new legislation (including subsidiary legislation) is introduced which requires residential premises (or a class of residential premises within which the premises falls) to meet certain requirements or to have installed within them certain devices (including, without limitation, those relating to safety), the doing of those works which are necessary to meet those requirements and/or the installation of those devices (irrespective of the timeframe within which such matters are required to be done under the applicable legislative provision).

23. In every tenancy, if the need for repair arises other than as a result of a breach of the agreement by the tenant:
    - 23.1 the tenant is to notify the lessor or the property manager of the need for repairs as soon as practicable; and
    - 23.2 the lessor is to ensure that the repairs are carried out and completed by a suitable repairer within 8 hours (in the case of Emergency Repairs), 24 hours (in the case of urgent repairs for the supply or restoration of essential services), 48 hours (in the case of other urgent repairs) or 28 days (in the case of Routine Repairs) after that notification; and
    - 23.3 if, within 8 Hours (in the case of Emergency Repairs), 24 hours (in the case of urgent repairs for the supply or restoration of essential services), 48 hours (in the case of other urgent repairs) or 28 days in the case of Routine 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 within the applicable period referred to in clause 23.2, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
    - 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

    The lessor agrees that any breach by it of its obligations under this clause 23 will be and be deemed to be a breach of this agreement, which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the *Residential Tenancies Act 1987*. Nothing in this paragraph limits any right of termination which the tenant may have under clause 64 consequent upon a breach by the lessor of its obligations under this clause 23

LESSOR'S ACCESS TO THE PREMISES

24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
    - 24.1 in any case of emergency;
    - 24.2 to conduct up to 4 routine inspections in a 12-month period after giving the tenant at least 7 days, but not more than 14 days', written notice;
    - 24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
    - 24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
    - 24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry;
    - 24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
    - 24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
    - 24.8 if the tenant agrees at, or immediately before, the time of entry.

25. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

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REASONABLE TIME

26. ***Reasonable time*** means:
    26.1 between 8.00 am and 6.00 pm on a weekday; or
    26.2 between 9.00 am and 5.00 pm on a Saturday; or
    26.3 at any other time agreed between the lessor and each tenant.

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

27. The lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

28. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 pm.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

30. The lessor or property manager exercising a right of entry:
    30.1 must do so in a reasonable manner; and
    30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods (including the goods of any subtenant or householder residing in the premises) when exercising a right of entry, the lessor is obliged to compensate the tenant (or the subtenant or the householder, as the case may be).

ALTERATIONS AND ADDITIONS TO THE PREMISES

32. If the tenancy agreement allows the tenant to affix a fixture or fitting or make a renovation, alteration or addition to the premises, then:
    32.1 the tenant must obtain permission from the lessor prior to making any renovation, alteration or addition to the premises (subject to and provided that, as set out in Part A, the tenant does not need to obtain permission from the lessor to affix any fixtures or fittings to the premises, and may do so at any time in its discretion) ; and
    32.2 the tenant may (at any time, at its election) (and must at the end of this agreement if requested to do so by the lessor) remove any fixtures or fittings attached by the tenant and make good any damage; and
    32.3 notify the lessor of any damage caused by removing any fixtures or fittings and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
    32.4 where required under clause 32.1, the lessor must not unreasonably refuse permission for the installation of an alteration, addition or renovation by the tenant.

33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
    33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
    33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

LOCKS AND SECURITY DEVICES

34. The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:
    34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
    34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without

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the consent of the other or except in accordance with clause 34.4; and

34.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 34.2; and

34.4 a tenant, or a person to whom the tenant has assigned their interest under this agreement or sub-let the premises to, may alter or add any lock or other means of securing the residential premises:

34.4.1. in accordance with 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 mean of securing the residential premises; or

34.4.2. if a key to any lock used to secure the residential premises is, or is reasonably believed to have been, stolen, and the tenant must notify the lessor and provide a copy of the new key or keys to the lessor as soon as practicable, and in any event within 7 days, after the lock has been altered or a new lock added.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The tenant may assign his or her interest and/or sub-let the premises without being required to obtain the lessor's consent.

CONTRACTING OUT

36. The Housing Authority, pursuant to Regulation 7F of the *Residential Tenancies Regulations 1989*, expressly contracts out of each and every provision of the *Residential Tenancies Act 1987* that is inconsistent with an express or implied provision of this agreement and the parties hereby agree that all such provisions (to the extent of such inconsistency) are hereby excluded from this agreement.

Note: S.82 of the *Residential Tenancies Act 1987* provides that any agreement or arrangement that is inconsistent with a provision of the *Residential Tenancies Act 1987* or purports to exclude, modify or restrict the operation of the *Residential Tenancies Act 1987* is to that extent void and of no effect. However, Regulation 7F of the *Residential Tenancies Regulations 1989* provides that s.82 of the *Residential Tenancies Act 1987* does not apply to a residential tenancy agreement to which the Housing Authority is a party, where the agreement provides that the tenant may sublet the premises and where the agreement is entered into by the Housing Authority on the basis that the premises will be sub-let. This agreement is an agreement of the type referred to in Regulation 7F and, accordingly, s.82 of the *Residential Tenancies Act 1987* does not apply to this agreement.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

37. This residential tenancy agreement can only be terminated in certain circumstances.

38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:

38.1 remove all the tenant's goods from the residential premises; and

38.2 leave the residential premises as closely as possible in the same condition, fair wear and tear and any damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 62 excepted, as at the commencement of the tenancy; and

38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.

39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED-TERM AGREEMENT

40. If this agreement is a fixed-term agreement it may be ended:

40.1 by agreement in writing between the lessor and the tenant; or

40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

ENDING A PERIODIC AGREEMENT

41. If this agreement is a periodic agreement it may be ended:

41.1 by agreement in writing between the lessor and the tenant; or

41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 65 days' notice and the tenant must give at least 20 days' notice.

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OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. Additionally, if this agreement is periodic, then the lessor may end this agreement on the sale of the residential premises (but otherwise the lessor agrees to make the sale of the residential premises subject to this agreement). The grounds for the tenant to end this agreement 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.

In addition to the grounds set out in *Residential Tenancies Act 1987,* the lessor and the tenant agree that this agreement may be terminated by the tenant in accordance with clause 65 of Part C.

43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 1300 30 40 54 or visit www.dmirs.wa.gov.au/ConsumerProtection.

44. **Warning**:
    44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
    44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

45. The security bond is held by the Bond Administrator.

46. The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.

47. The Bond Administrator can only release the security bond when it receives either:
    47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
    47.2 an order of the court.

48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.

49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:
    50.1 the person is a named tenant on the residential tenancy agreement; and
    50.2 the residential tenancy agreement has been terminated; and
    50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY

51. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Mines, Industry Regulation may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.

52. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Mines, Industry Regulation. The Department's role is one of mediation and conciliation, it cannot issue

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orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

53. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
    - 53.1 restraining any action in breach of the agreement; and
    - 53.2 requiring a party to the agreement to perform a certain action under the agreement; and
    - 53.3 order the payment of any amount owing under the agreement; and
    - 53.4 order the payment of compensation for loss or injury.

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:

54. Definitions

In this Part C of this agreement:

(a) "Act" means the *Residential Tenancies Act 1987*;

(b) **"**Fair Market Rent**"** means the market rent currently being paid for a commensurate property in a similar location to the residential premises determined as follows:

(i) having regard to the current rents of comparable premises in the vicinity of the residential premises;

(ii) having regard to the terms of this agreement;

(iii) assuming the lessor is a willing but not anxious landlord and the tenant is a willing but not anxious tenant and that the tenant is being offered the residential premises with vacant possession;

(iv) taking no account of any value attaching to goodwill created by the tenant's occupation of the residential premises; and

(v) having regard to all other relevant valuation principles;

(c) "Further Term" means the further period(s) (if any) specified in item 1 of the Schedule to this Part C;

(d) "GEH Act" means the *Government Employees' Housing Act 1964*;

(e) "Rent Review Dates" means the dates specified in item 2 of the Schedule to this Part C;

(f) "Valuer" means a registered valuer who is a full member of the Western Australian Division of the Australian

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Institute of Valuers and Land Economists (Inc.) and who is qualified as a valuer of premises similar to the residential premises.

55. Use of Premises

(a) The lessor acknowledges and agrees that the tenant will be using the residential premises for the provision of rental accommodation under the GEH Act.

(b) Further to Part A "Right of Tenant to Assign or Sublet" and clauses 35 and 55(a), the tenant may sub-let the residential premises (without the consent of the lessor) and the tenant enters into this agreement on the basis that it will be subletting the residential premises.

(c) The lessor must not at any time initiate any contact whatsoever with any person to whom the tenant sublets the residential premises (or any part or parts thereof) unless such contact is necessary for the lessor to undertake his, her or their obligations under this agreement including, without limitation, carrying out repairs pursuant to clause 24 in Part B and undertaking routine property inspections pursuant to clause 64 in Part C.

56. Review of Rent

Note: the comments contained in this dialogue box are intended to assist the parties to understand clause 56. The comments do not form an operative part of this agreement

Clause 56(a)-(l) sets out the process for the review of market rent. It provides (among other things) that prior to the review date either party can propose a new rent which the other party can either accept or dispute. If the parties cannot agree, a valuer will determine the new rent.

The new rent is payable from the review date. However, if the parties have not determined the new rent by the review date the current rent will continue to be paid until the new rent is determined. Once the new rent is determined there will be an adjustment for any difference between the rent which was paid from the review date and the new rent which should have been paid from the review date (such that any overpayment is repaid and any underpayment paid). The new rent will continue to apply and be payable thereafter.

(a) On each Rent Review Date, the rent which is payable under this agreement shall, subject to clauses 56(b), (g), (j) and (k), be reviewed with effect from that Rent Review Date to the next Rent Review Date by agreement between the lessor and the tenant or, failing agreement, the rent is to be the Fair Market Rent of the residential premises to be determined in the manner set out in clauses 56(b) to 56(k) inclusive.

(b) Not more than 60 days prior to each Rent Review Date either the lessor or the tenant ("the Initiating Party") may give to the other ("the Recipient Party") a notice in writing ("the Proposed Rent Notice") stating the rent the Initiating Party proposes should be payable from that Rent Review Date ("the Proposed Rent"). If neither the lessor nor the tenant serves on the other a Proposed Rent Notice on a date which is prior to the Rent Review Date, then neither the lessor nor the tenant shall have the right to give a Proposed Rent Notice and this clause 56 shall cease to apply in respect of that Rent Review Date and the rent from that Rent Review Date until the next Rent Review Date will be the same as the rent for the 12 months prior to that Rent Review Date.

(c) If the Recipient Party disagrees with the Proposed Rent, the Recipient Party is entitled to give the Initiating Party a notice in writing objecting to it (a "Dispute Notice") within 30 days after the date the Initiating Party gives the Proposed Rent Notice.

(d) If the Recipient Party does not give the Initiating Party a Dispute Notice within the time period specified in clause 56(c) (time being of the essence) the Recipient Party is to be taken to have agreed to the Proposed Rent.

(e) If the Recipient Party gives the Initiating Party a Dispute Notice within the time specified in clause 56(c), and the parties cannot successfully negotiate and agree the rent which is to be payable from the Market Rent Review Date, then the Fair Market Rent of the residential premises is to be determined by a Valuer (acting as an expert and not as

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an arbitrator) jointly appointed by the lessor and the tenant or failing agreement in the manner specified in clause 56(f).

(f) If the lessor and the tenant do not agree on the Valuer to be appointed under clause 56(e) above within 14 days after the Dispute Notice is given the Fair Market Rent of the residential premises is to be determined by a Valuer (acting as an expert and not an arbitrator) appointed by the President of the Australian Property Institute (Inc) at the request of either the lessor or the tenant.

(g) If no Valuer has been appointed by agreement or under clause 56(f) within 60 days after the Rent Review Date, this clause 56 shall cease to apply in respect of that Rent Review Date and the rent from that Rent Review Date until the next Rent Review Date will be the same as the rent for the 12 months prior to that Rent Review Date.

(h) Any determination of the Fair Market Rent of the residential premises by a Valuer is conclusive and binds the lessor and the tenant.

(i) The lessor and the tenant shall each be liable for the payment of one half of the charges of any Valuer appointed under this clause and if either the lessor or tenant pay the full cost of such valuation they will be immediately entitled to recover half of the charges of the Valuer from the non-contributing party as a debt owed.

(j) Until the annual rent from a Rent Review Date is agreed or determined under this clause ("the New Rent"), the tenant shall pay to the lessor a rental equivalent to the rent payable immediately prior to the Rent Review Date. The New Rent shall apply from, and including, the Rent Review Date.

(k) If the New Rent is:

(i) more than the rent payable immediately prior to the Rent Review Date then any further sum required to be paid by the tenant shall be paid in full to the lessor immediately that sum is known.

(ii) less than the rent payable immediately prior to the Rent Review Date then any further sum required to be paid by the lessor shall be paid in full to the tenant immediately that sum is known.

(l) For the avoidance of any doubt, the further sum referred to in clause 56(k) above is a debt owed and can be recovered immediately.

(m) In this clause 56, if a day on or by which an obligation must be performed falls on a Saturday or Sunday or public holiday in Western Australia, then the parties agree that the day by which that obligation must be performed will be the first business day immediately following that particular Saturday, Sunday or public holiday.

57. Option to renew

(a) If:

(i) prior to the expiry of the then current term of this agreement this agreement has not been terminated; and

(ii) the tenant at least one (1) month but not earlier than six (6) months prior to the expiry of the then current term of this agreement gives the lessor notice to renew the current term of this agreement for the next succeeding Further Term,

the lessor shall grant to the tenant a lease of the residential premises for the next succeeding Further Term at the rent and on the terms and conditions of this agreement (other than the right of renewal for that next succeeding Further Term, which shall be expressly excluded).

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(b) If the tenant is granted a lease of the residential premises for a Further Term, the lessor and the tenant will at the tenant's request promptly sign a deed of extension of lease prepared by the tenant's solicitors.

58. Public Utility Services

(a) Notwithstanding anything to the contrary in Part A, "Electricity, Gas and other Utilities" or clauses 10 to 14 of Part B of this agreement the lessor covenants and agrees that he, she or they will be solely responsible for the payment of all rental, hire, service and/or maintenance fees and charges associated with the supply of gas to the Premises.

(b) In consideration of the tenant paying the consumption charges for gas consumed on the Premises the tenant may, by notice(s) in writing given to the lessor at any time or times, direct the lessor to utilise an LPG gas retailer nominated by the Lessee to supply gas bottles and/or gas to the Premises, and the Lessor must comply with each direction given under this clause:

(i) within one (1) calendar month of receipt of that direction; and

(ii) until the expiration of any current or Further Term of this agreement or until a new direction is given by the tenant, whichever occurs first.

(c) For the avoidance of doubt, nothing in clause 58(b) limits the lessor's obligations under clause 58(a) or exposes the tenant to any liability to any nominated LPG gas retailer(s), or to the lessor in connection with any liability the lessor may have to any nominated LPG gas retailer(s).

(d) Without limiting clause 58(e) if the lessor receives any accounts for public utility services consumed at the residential premises which are payable by the tenant pursuant to this agreement ("Accounts"), it must provide them to the tenant on a timely basis. Notwithstanding anything to the contrary in Part A, "Electricity, Gas and other Utilities" or clauses 10 to 14 of Part B, if the lessor fails to provide to the tenant any Account within 30 days of the date of that Account, the tenant shall not be liable to pay for the public utility service consumption charges in that Account.

(e) Subject to clause 58(j), the lessor authorises the tenant to arrange (if it so desires and without being under any obligation to do so) with the appropriate public utility service providers to directly receive all Accounts.

(f) The lessor covenants and agrees that he, she or they will be solely responsible for the payment of any water or excess water charges associated with or arising out of any water consumed, used or supplied on or at the residential premises as a consequence of any lavatory, toilet, sink, drain, main, reticulation or any other plumbing facility leaking or otherwise being damaged or faulty. The tenant, acting responsibly, shall determine (and its determination shall be binding on the lessor) the proportion of any charges in an account for water usage attributable to such leak, damage or fault, where appropriate, based upon a comparison by the tenant of the quantity of water previously consumed at the residential premises during the term of this agreement where no such leak, fault or damage existed ("the Determined Amount"). The tenant shall not be required to pay to the relevant public utility service provider directly or to reimburse to the lessor the Determined Amount. However, if the tenant does pay the Determined Amount directly to the relevant public utility service provider, the lessor must reimburse to the tenant the Determined Amount on demand. If the tenant has received from the relevant public utility service provider directly an account for water usage which includes a Determined Amount, the tenant shall provide a copy of such account to the lessor.

(g) Notwithstanding clause 58(f) above, the lessor will not be required to pay to the public utility service provider or reimburse to the tenant the Determined Amount if the damage or fault which has caused the lavatory, toilet, sink, drain, main, reticulation or any other plumbing facility to leak is directly attributable to the negligence of the tenant or the negligence of any person to whom the tenant sublets the residential premises (or any part or parts thereof).

(h) The lessor acknowledges and agrees that the tenant is not responsible, and accepts no liability whatsoever, for any water infringement notices which are issued by the relevant public utility service provider in relation to the premises.

(i) Without limiting clause 58(h) above, the tenant agrees to:

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(i) require its sub-tenant to comply with water restrictions prescribed or imposed by Water Corporation (or such other authority) from time to time; and

(ii) promptly pass onto its sub-tenant any water infringement notices which are provided to it by the lessor,

BUT the tenant does not guarantee, nor will it be liable under any circumstances for, the payment of those infringement notices by its sub-tenants.

(j) If the residential premises contain solar panels and the lessor receives payments and/or benefits from the Government, the national grid and/or any energy suppliers in relation to those solar panels:

i) the tenant is not authorised to directly receive the Account from the energy supplier and agrees that the Account will remain in the name of the lessor;

ii) any rights of the lessor, by agreement with an energy supplier, to receive and retain benefits with respect to feed-in tariffs will remain;

iii) the lessor will provide the Account to the tenant on a timely basis; and

iv) subject to the terms of clause 58(a), including the obligation on the lessor to have provided the Account no later than 30 days of the date of that Account, the tenant will be liable to pay that portion of the Account which relates to electricity consumption either to the energy supplier directly or to the lessor as reimbursement (whichever the lessor directs)

59. Line Connection

(a) It is a term of this agreement that:

(i) at the date on which this agreement starts, the premises have a fixed line connection for the purpose of telephone and internet use (**Landline**) including at least one outlet which is fully functional; or

(ii) if the premises do not have a Landline the lessor will organise for the new connection of a Landline (including at least one outlet) to be completed and operational within 14 days of the date on which this agreement starts.

(b) If the lessor fails to ensure that the premises have the Landline referred to in clause 59(a) installed within 14 days of the date on which this agreement starts then:

(i) the tenant may, without reference to the lessor, arrange for the connection of a Landline including at least one outlet; and

(ii) the reasonable expense incurred by the tenant in arranging and paying for the connection of a Landline is a debt owed by the lessor to the tenant and is immediately recoverable by the tenant.

(c) Without limiting clause 59(b)(ii) the tenant may, in its absolute discretion, choose to offset its expense of arranging and paying for the connection of a Landline from the rent payable by it hereunder.

60. Asbestos and other hazardous substances

(a) The lessor warrants that at the date on which this agreement starts and the tenant is entitled to enter into occupation of the residential premises:

(i) no materials containing asbestos exist in or upon the residential premises; or

(ii) if asbestos containing material exists in or upon the residential premises it is in good condition and in a

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bonded or non-friable form; and

(iii) no Legionnaires disease bacteria or any other hazardous substance or material exists in or upon the residential premises.

(b) Without limiting clause 60(a) if:

(i) any asbestos containing material which is not in good condition and not in a bonded or non-friable form (**Friable ACM**) is subsequently discovered in or upon the residential premises; and

(ii) the presence of the Friable ACM is not attributable to the negligence of the tenant**,**

then:

(iii) the lessor must at its own expense promptly and in a safe manner remove and remediate the Friable ACM to the satisfaction of the tenant; and

(iv) if the tenant elects to vacate the residential premises until such time as the Friable ACM is removed and remediated and the residential premises are rendered safe, from the time when the tenant vacates the residential premises until the residential premises are again rendered safe, the Rent will abate in accordance with section 69(1) of the *Residential Tenancies Act 1987* as if the residential premises had been rendered wholly damaged or destroyed.

(c) Without limiting clause 60(a) if any Legionnaires disease bacteria or any other hazardous substance or material which may reasonably present risk to the health or wellbeing of the tenant (together the **Harmful Material**) is at any time discovered in or upon the residential premises and its presence is not attributable to the negligence of the tenant, then:

(i) the lessor must at its own expense promptly and in a safe manner remove and eradicate the Harmful Material; and

(ii) if the tenant elects to vacate the residential premises until such time as the residential premises are rendered safe, from the time when the tenant vacates the residential premises until the residential premises are again rendered safe, the Rent will abate in accordance with section 69(1) of the *Residential Tenancies Act 1987* as if the residential premises had been rendered wholly damaged or destroyed.

(a) If the occupation and use of the residential premises by the tenant has been rendered unsafe as a result of the presence of the Friable ACM or the Harmful Material and in the written opinion of an independent expert appointed by the tenant the residential premises are unlikely to be rendered safe within three (3) months from the date of that opinion the lessor agrees that this will be and be deemed to be a breach of this agreement, which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the *Residential Tenancies Act 1987* and PROVIDED FURTHER THAT upon termination of this agreement by a competent court the tenant shall have no obligations under clause 38.2.

61. Government Housing

(a) The lessor covenants and agrees that if:

(i) he, she or they; or

(ii) their spouse, de-facto partner or any other person with whom they cohabitate,

(collectively “the Owners”) is, or at any time during the term of this agreement becomes, a government employee and, in the opinion of the tenant, the Owners may have reasonably resided in the residential premises, the Owners (or either of them) will not be eligible for subsidised government housing in:

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(iii) the town in which the residential premises are located; or

(iv) the area which is within a radius of 50 km of the relevant Owner's place of work,
(both areas hereinafter referred to as "the Area").

(b) The lessor agrees that if the Owners (or either of them) is, or at any time during the term of this agreement becomes, a government employee and, in the opinion of the tenant, the Owners may have reasonably resided in the residential premises, the lessor will be in breach of this agreement if the Owners (or either of them):

(i) continue to occupy subsidised government housing in the Area; or

(ii) make an application to a government department or the tenant for subsidised government housing in the Area; or

(iii) commence to occupy subsidised government housing in the Area.

(c) The lessor acknowledges and agrees that, if he, she or they are in breach of clause 60(b) above, this will be and be deemed to be a breach of this agreement which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the Act.

62. Damage to premises

(a) Notwithstanding anything to the contrary in this agreement, under no circumstances shall the tenant be liable to repair any structural damage or defects to, or pay for work of a structural nature at, the residential premises, save and except where the said works are necessary to repair structural damage or defects caused by the negligent or unlawful acts or omissions of the tenant or its sub tenants and the building insurance effected by the lessor is vitiated due to the said acts or omissions of the tenant or its sub tenants.

(b) The lessor must ensure that all repairs, including any structural damage or defects, are carried out by a suitable repairer.

(c) If repairs are carried out by a suitable repairer and the lessor is of the view that the tenant is liable under this agreement or the Act for those repairs then the lessor must provide any invoice or account for those repairs issued by the repairer ("Invoice") to the tenant on a timely basis. Notwithstanding anything to the contrary in this agreement if the lessor fails to provide the Invoice to the tenant within two months of the date of that Invoice, then the lessor will be taken as having accepted liability for the repairs and responsibility for the payment of the Invoice and the tenant shall not be liable to pay the Invoice or pay for any repairs to which the Invoice relates

(d) If the lessor is required, in accordance with its obligations under this agreement or the Act (including without limitation under clause 60), to effect any repairs or replacements to or to undertake any maintenance to the residential premises, and the tenant is required to vacate the residential premises in order for such repairs or maintenance to be carried out, then (without limiting any other rights which the tenant may have against the lessor under this agreement or at law), the lessor must pay or reimburse the tenant for all reasonable costs and expenses suffered or incurred or payable by the tenant:

(i) to re-locate to alternative premises and to relocate back to the residential premises once the repairs and/or maintenance works have been completed;

(ii) to store or secure any goods or possessions which the tenant is required to remove from the residential premises for the duration of the period during which the tenant is required to vacate the residential premises; and

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(iii) to secure, obtain and occupy alternative accommodation for the duration of the period during which the tenant is required to vacate the residential premises.

For the avoidance of doubt, and without limiting the foregoing, nothing in this clause limits the tenant's right to assert that the breach of clause 16 of this agreement caused by the tenant being required to vacate the residential premises is sufficient in all of the circumstances of the case to justify termination of this agreement.

63. Lessor's Insurance

(a) The lessor must insure and keep insured all buildings and improvements now or at any time during the term of this agreement on or comprising the residential premises against loss or damage by all risks against which a prudent owner would ordinarily insure for the full replacement cost.

(b) The lessor must:

(i) effect the insurance referred to in clause 63(a) (the "Insurance") with a reputable and substantial insurer;

(ii) prior to the due date for payment, pay all premiums and other costs of such Insurance; and

(iii) if requested by the tenant, provide to the tenant copies of the certificates of currency and policies in relation to the Insurance within 7 days of such request being made.

(c) Unless the lessor determines, acting reasonably, that the residential premises are to be demolished and not rebuilt, all moneys recovered in respect of the Insurance effected under this clause 63 shall be immediately expended by the lessor in repairing rebuilding or reinstating the residential premises or any part thereof so damaged or destroyed and, subject to the proviso in clause 62(a) the lessor must make up any deficiency out of the lessor's own funds. For the avoidance of doubt nothing in this clause 63(c) limits any other right which the tenant may have under this agreement or at law

64. Additional Inspections and Certificates

(a) In addition to the initial and final property condition reports which are required to be obtained in accordance with Part A "Property Condition Reports", the lessor (or its managing agent) must additionally inspect the residential premises at least twice a year (in each case, not less than 14 days before and not more than 14 days after each six-monthly anniversary of the starting date of this agreement) throughout the term of this agreement and provide any report in relation to that additional inspection to the tenant within 7 days of the inspection having taken place.

(b) If, as a result of the additional inspection referred to in clause 64(a), if the lessor (or its managing agent) considers that the residential premises are not in the condition required by clause 38.2, then the lessor (or its managing agent) will provide written notice of any damage to the premises which has occurred since the date of the last inspection which is not in the nature of fair wear and tear and which is not damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63.

(c) If the lessor (or its managing agent) gives a notice under clause 64(b) above, the tenant will promptly rectify any damage referred to in it (which is not in the nature of fair wear and tear and which is not damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63). However, if the tenant is of the opinion any damage which is referred to in a notice given by the lessor under clause 64(b) is fair wear and tear or damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63, it shall promptly after receipt of such notice, notify the lessor of its opinion and the parties shall meet to resolve this dispute, failing which either party may make an application to the Magistrates Court to have the dispute determined.

(d) The lessor warrants that, at the date of commencement of this agreement, the premises are fitted with fully functioning electrical safety switches and smoke alarms in compliance with any law applicable at the relevant time. The lessor will, on the yearly anniversary of the starting date of this agreement, provide the tenant and subtenant with a copy of a current electrical safety certificate in connection with all safety switches and smoke alarms

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installed in the premises (which certificate must include the expiry date(s) of the smoke alarm(s). If the lessor fails to provide any electrical safety certificate to the tenant and subtenant, the tenant may obtain such certificate (at the cost and expense of the lessor) and offset its costs of doing so from the rent payable by it hereunder.

(e) Without limiting the lessor's obligation in relation to smoke alarms under clause 22 and clause 64(d) of this agreement, the lessor agrees that the tenant may undertake its own annual inspection of the smoke alarm installed in the premises and, if the smoke alarm is found to be defective or non-operational at that time of inspection or is found to be of a make or model which does not fall within the nominated list of smoke alarms acceptable to the tenant, the tenant may (at the cost and expense of the lessor) remediate, repair or replace the smoke alarm and offset its costs of doing so from the rent payable by it hereunder

65. Termination of this agreement consequent upon the lessor breaching its repair obligations.

(a) The tenant may terminate this agreement by 30 days' written notice to the lessor if the lessor has:

(i) failed to duly and punctually comply with its obligations under clause 23 and has not rectified that failure within 1 Business Day (in the case of Emergency Repairs), 2 Business Days (in the case of urgent repairs) or 7 Business Days (in the case of Routine Repairs) after receiving notice from the tenant of such failure; or

(ii) failed to duly and punctually comply with any of its other obligations under this agreement and has not rectified that failure within 10 Business Day (or such longer period as the tenant may allow, in its sole and absolute discretion) after receiving notice from the tenant of such failure,

and, if the tenant gives 30 days' written notice of termination, this agreement shall end at 11.59pm on the date which is 30 days after the date of service of the notice on the lessor (**Effective Date**) (and the tenant must vacate and deliver up possession of the premises at or prior to the Effective Date). The tenant may, in its sole and absolute discretion, withdraw any notice of termination given under this clause at any time prior to the Effective Date.

(b) For the avoidance of doubt, if a notice is given by the tenant under clause 65(a), this agreement will terminate on the Effective Date without the need for a competent court to make an order terminating this agreement. The right of termination conferred by this clause 65 is in addition to and not in substitution for the rights of termination conferred by the *Residential Tenancies Act 1987*, including without limitation the tenant's right to apply to a competent court for any order terminating this agreement under s. 75 of the *Residential Tenancies Act 1987* on the basis that the lessor has breached this agreement (including without limitation where the alleged breach is of clause 23) and such breach is, in all of the circumstances of the case, such as to justify termination of this agreement.

66. Pests

(a) The lessor warrants that pest control treatment has been carried out on the premises immediately prior to commencement of the tenancy.

(b) Without limiting the lessor's obligations under clause 66(a) or clause 21 of this residential tenancy agreement, the lessor shall, at its own cost and expense, be responsible during the term of the tenancy for the eradication of any infestations of rodents, vermin, insects, pests, birds or other pests present in the residential premises unless such infestation is caused by, or directly attributable to the actions of, the tenant or its subtenant.

(c) Without limiting the lessor's obligations under clause 66(b), and regardless of whether pest infestation in the premises is evident, the lessor agrees to, if so requested by the tenant, carry out an annual pest control treatment in the premises (but only if such premises are situated in the north of the 26th parallel of the state of Western Australia).

67. Pets

If the tenant keeps any pet or pets at the residential premises (expressly excluding any pet exclusively confined within a

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bowl or other cage), the tenant shall arrange for the cleaning of the premises, including any carpets in the premises, prior to giving up vacant possession of the premises to the lessor under clause 38 and, if it does so, any pet bond paid by the tenant must be refunded by the lessor to the tenant in full at the expiration of this agreement.

68. Consent of Mortgagee

If:

(a) the residential premises or any part thereof is at the date of this agreement or subsequently becomes subject to a mortgage, charge or other encumbrance; and

(b) this agreement would otherwise not be binding upon the mortgagee, chargee or encumbrancee,

the lessor must at its own expense and without delay obtain the unconditional consent in writing to this agreement from the said mortgagee, chargee or encumbrancee.

69. Registering or Caveating this Lease

(a) If this residential tenancy agreement is registrable under the *Transfer of Land Act 1983* and the tenant in its discretion requires and elects that this residential tenancy agreement be registered, the parties shall do everything necessary to cause this residential tenancy agreement to be prepared or amended so that it is in registrable form, the parties shall execute (or if necessary re-execute) this residential tenancy agreement in registrable form and the lessor shall cause this residential tenancy agreement to be registered without delay.

(b) In addition to the tenant's rights under clause 69(a), the lessor acknowledges and agrees that the tenant may lodge a subject to claims caveat to protect the leasehold interests granted to it under this agreement.

70. Tenant may act by agent

Each act or thing which the tenant is required or empowered to do under this agreement may be done by the tenant or the representative, solicitor, agent, contractor or employee of the tenant.

71. Variation of this Agreement

This agreement may be varied only by written agreement made between the lessor and the tenant.

72. Notices

For the purposes of s.85 of the Act, the tenant specifies the following address as the place to where its mail must be directed in order for any notice or other communication to be taken to be properly served on the tenant:

The address specified in Item 3 of the Schedule to this Part C, marked to the attention of the Leasing Officer of the Housing Authority office which is specified in item 3 of the said Schedule

73. Common Areas

(a) This clause applies where the residential premises are part of a complex which includes common areas, where:

(i) "common areas" means those parts of the complex which the tenant and any other occupiers of premises within the complex are entitled to use, including but not limited to any common driveways, passages, landings, stairways, access ways, lifts, gardens, laundries, swimming pool and car parking area; and

(ii) "complex" means, if the residential premises comprise part only of the land in a certificate of title, the land and buildings thereon of which the premises forms a part.

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(b) The lessor grants to the tenant and its visitors the right, to be exercised in common with the lessor and the lessor's other lessees or licensees of the complex (or any part thereof) from time to time and its and each of their officers, employees, agents, contractors, customers, suppliers and invitees, to use the common areas:

(i) in the case of any passages, landings, stairways, access ways and lifts, for the purpose of gaining ingress to and egress from the residential premises; and
(ii) in any other case, for the purpose for which they were designed.

(c) For the avoidance of doubt, nothing in this clause 73 intends to limit the application of any strata by laws which may be applicable to the premises. In the event of any inconsistency between strata by laws and this residential tenancy agreement, the strata by laws will prevail.

74. Joint and Several Liability

Unless otherwise stated in this agreement, all persons or entities signing this agreement as the lessor shall be held jointly and severally liable for all terms, conditions and obligations of this lease as they relate to the lessor.

75. Bond held on Trust

If the lessor receives an amount of bond from the tenant the lessor holds the amount of bond on trust for the tenant until the amount of bond is paid to the Bond Administrator in accordance with the *Residential Tenancies Act 1987*.

76. Flues and Guttering

The lessor shall ensure that all flues, guttering (including box gutters and valley channels) at the Premises are cleared, cleaned and in satisfactory and working order immediately prior to the commencement of the tenancy and every 6 months thereafter.

77. Special Conditions

(a) The special conditions (if any) in Item 4 of the Schedule apply to this agreement (and to the extent that there is any inconsistency between them and clauses 1 to 76 inclusive of this agreement, the special conditions shall prevail to the extent of that inconsistency.

(b) The lessor must arrange for each of the special conditions to be satisfied within the time period specified in Item 4 of the Schedule. If the lessor fails to satisfy any of the special conditions within the time frame specified then the tenant may itself, without reference to the lessor, arrange for the special condition/s to be satisfied.

(c) If the tenant arranges for the special condition/s to be satisfied in accordance with clause 76(b) above, the reasonable expense incurred by the tenant in arranging and paying for the special condition/s to be satisfied will be a debt owed by the lessor to the tenant and be immediately recoverable by the tenant.

(d) Without limiting clause 77(b) above the tenant may, in its absolute discretion, offset its expense of arranging and paying for the special condition/s to be satisfied from the rent payable by it hereunder.

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SCHEDULE TO THIS PART C

Item 1: Further Term - Option

No further option to renew.

Item 2: Market Rent Review Date:

The first and each subsequent anniversary of the starting date of this agreement (as specified in Part A, "Term of Agreement") during the term of this agreement and any Further Term(s)

Item 3: Tenant's Address for Service: Karratha Regional Office
PO Box 63, KARRATHA WA 6714,
Karratha.leased@communities.wa.gov.au

Item 4: Special Conditions

A. The Lessor must arrange for each of the following items:

i) The installation of a smoke alarm from the nominated list of smoke alarms acceptable to the tenant and falling within the specifications set by the policies of the tenant (available at http://www.housing.wa.gov.au/HousingDocuments/Nominated_Smoke_Alarms_List.pdf) (**Approved Smoke Alarm**) - within 28 days of the date on which the tenancy agreement is signed. For the avoidance of doubt, should a smoke alarm which is not an Approved Smoke Alarm already be installed in the premises, the lessor agrees to arrange for the immediate removal of that smoke alarm and the installation of an Approved Smoke Alarm within the above specified time frame.

ii) An electrical compliance certificate (to confirm all hard-wired smoke alarms and safety switches have been installed and are functioning correctly and, for the smoke alarm, includes at a minimum, manufacturer, installation/expiry date and model number) is to be obtained by the lessor at the lease commencement and thereafter on every 12-month anniversary of the date on which the previous electrical compliance certificate was obtained.

iii) All air-conditioning units at the premises must have been serviced at lease commencement, or within the 12 month period prior to lease commencement, and thereafter on every 12-month anniversary of the date on which the previous service occurred. A copy of the receipt evidencing the first service will be provided to the tenant on lease commencement and receipt for each subsequent service will be provided to the tenant within 14 days of such service.

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

Signed by the **LESSOR/PROPERTY MANAGER**

Signed by:
Julie Oliver
5C188B34206B485...

31/7/2024
_____ Date: _____/_____/_____

[Signature of lessor/property manager]

in the presence of:

Shannon Jones
_____

[Name of witness]

Signed by:
Shannon Jones
6E5399C92C46467...

_____

[Signature of witness]

Signed by the **TENANT**

SCharles
_____ Date: 31 /07 /2024

[Signature of tenant]

in the presence of:

KARI SPIRES-WILLIAMSON

[Name of witness]

KWilliamson

For further information about rights and obligations as a lessor or tenant, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 13 30 40 54 or **www.dmirs.wa.gov.au**

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Mines, Industry Regulation (1300 30 40 54) for assistance.