


YOUR FIRST
**Rental
Property**



Great Southern
Community Legal Services



The information and links provided in this booklet are current as at June 2026. All information is provided as general information only and does not constitute legal advice. If a link or website address is no longer active, we recommend searching for the organisation by name to find current information.

If you need personalised advice, contact us or another tenant advocacy service.



Your First Rental Property

Congratulations!

This is such an exciting time – your very first rental property.

While you might be eager to enjoy your independence and make your own choices about when to go to bed and what to eat, it's also a great opportunity to learn some important things that will help you a lot in the future.

This booklet is for anyone getting ready to rent a property for the first time in Western Australia. It aims to give you useful tips, so you understand your rights and responsibilities as a tenant. This might feel like a lot to take in all at once, so take your time. Look over what you need now, and you can always come back to it later.

If you ever need help while you're renting or if something happens and you're unsure what to do, you'll find phone numbers for helpful service on the last page. Remember, getting help early and quickly is the best way to handle things, so don't wait.

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Common Renting Terms

Landlord/Lessor

A residential property owner.

Tenant

A person who pays rent to a landlord to occupy or use a residential property.

Tenancy Agreement/Lease

A binding legal contract between the landlord and the tenant that sets out the conditions of renting the property.

Property Manager/Agent

A real estate representative who will be the tenant's primary contact and acts on behalf of the landlord.

Residential Tenancies Act 1987 (WA)¹

The legislation which governs landlord-tenant relationships in Western Australia, including outlining the rights, responsibilities and protections afforded to both landlords and tenants.

For other common renting terms, see the Consumer Protection website².

¹ <https://go.gscls.com.au/rta-1987-wa>

² <https://go.gscls.com.au/cp-renting-terms>

Looking for a Rental Property





Finding a property sounds easy enough, and sometimes it can be, but it helps to be prepared.

Consider your Budget

Before you start looking at properties, you need to consider your budget. That is what you can afford to pay to cover rent, bond, utilities (i.e. power, water, gas), internet, moving costs, furnishings, etc.

Ideally, you want to aim for a rental property that is not more than 30% of the combined income for the household (as this is what real estate agents look at).

If you need help planning your budget, you can go to the MoneySmart³ or speak with a financial counsellor. A list of financial counsellors can be found on the Financial Counsellors' Association of WA website⁴.

Consider the Tenants

You also need to decide if you are going to be renting a property on

your own or with others and what that might look like.

Multiple people living in a shared rental, can fall under the category of co-tenant, sub-tenant or boarder or lodger.

A co-tenancy is where 2 or more people, who are not related, rent a property together. They are usually equally responsible for paying rent, bills, maintenance, etc.

Sub-letting happens when a head tenant rents out all or part of the property to someone else. The head tenant must have the approval of the property manager/landlord to sub-let.

The benefit of a co-tenant or sub-tenant arrangement is that they have protections under the Residential Tenancies Act 1987 (WA).

A boarder/lodger arrangement is generally where the person is living with the landlord (or someone they appointment), the landlord provides extra services (like meals or laundry), you don't have full control or access over the space and there are house rules set and enforced by the landlord.

³ <https://go.gscls.com.au/moneysmart>

⁴ <https://fcawa.org/>

Boarders and lodgers are not covered by the *Residential Tenancies Act 1987 (WA)*. Though they do have rights under common law.

Further information on sharing a rental property can be found on the Consumer Protection website⁵

Property Search

Rental properties are most commonly advertised online either through a real estate agency's own website or on general websites like *realestate.com.au*, *domain.com.au*, *reiwa.com.au*, and *property.com.au*.

Some real estate agencies and private landlords will advertise through other sites and social media pages online. Be careful of these listings and do your due diligence (investigation) to ensure the property is as advertised and is not a fake or scam. For more information about rental scams, go to the WA ScamNet website⁶.

You can also consider working directly with a real estate agent, espe-

cially in a competitive market, to help you get connected with a property. Though, it is a good idea to check agent reviews from other people's experiences before deciding who you want to work with.

Ideally, begin your search early and start looking for rental properties at least 2-3 months before your desired move-in date. This gives you ample time to find a place that meets your needs and prepare your documents.

Location matters. Research different neighbourhoods to find one that fits your lifestyle. Consider proximity to work, schools, public transport, and amenities. And if possible, visit the neighbourhood at different times of the day to get a feel for the area.

Your needs and wants also matter. Make a list of your must-have features versus your nice-to-have features. This will help you narrow down your options. Also consider how long you plan to stay and whether the property will meet your needs over time.

⁵ <https://go.gscls.com.au/cp-sharing-rental>

⁶ <https://go.gscls.com.au/scamnet-fake-rentals>



Viewing a Property

Once you have found a property you are interested in renting, it is always a good idea to arrange to view that property in person before considering putting in an application. You can either attend the set viewing times as listed in the advertisements or you can contact the property manager/landlord to make an appointment. You may also be able to arrange to view it by video call if you're unable to get there in person.

When you attend to view a potential rental property, that first contact with the property manager or landlord is almost as important as the application you might later submit. First impressions matter, particularly when there are multiple people vying for the same property.

To help you make a good impression at a viewing:

- **Try to arrive 5-10 minutes early.**
- **Don't park on the lawn or in the property's driveway.**
- **Dress smartly.**
- **Introduce yourself to make you more memorable.**
- **If planning to rent with others, have all of you attend together if possible.**
- **Speak politely and respectfully.**
- **Plan your conversations and be clear when talking about what you need in a property, such as space for pets and parking.**

- **Ask questions about the lease terms and maintenance responsibilities.**
- **Also ask questions about the application process, including in what form it needs to be done and what documents/information you will need to provide in support if you were to submit an application.**
- **Be prepared for any questions the property manager or landlord may ask you, including about your income, rental history or when you will be wanting to move in.**
- **But be mindful of self-disclosure and avoid oversharing.**
- **Turn on ovens, taps and switches for lights, fans and power points, etc.**
- **Inspect window and door locks.**
- **Check there are smoke alarms and safety devices.**

Circle Green Community Legal have an "*Inspecting a Property Checklist*"⁷ you can download and take with you when you go to view the property.

Landlords in WA are required to adhere to minimum security, safety and health standards for the state of the properties they are offering up for rent. These include:

The other part to viewing a property, is to inspect it thoroughly to ensure it is up to spec.

While viewing the property, look closely for any signs of damage, check the condition of appliances, and ensure everything is in working order. For example:

- **Open cupboard doors and look under sinks for evidence of any leaks or signs of pests or vermin**
- **Look for signs of mould or water damage.**

⁷ <https://go.gscls.com.au/cg-inspecting-checklist>

Safety and security:

The following is required to be in working order:

- **smoke alarms**
- **Residual Current Devices (RCDs)**
- **secure windows and doors (main entry door must have a deadlock OR a key lockable security screen door)**
- **main entry light (operated from inside)**

Functioning facilities:

The property must have functioning facilities, including:

- **hot and cold water systems,**
- **kitchen and bathroom taps, sinks and other fixtures,**
- **proper drainage and**
- **electrical wiring and appliances**

Cleanliness and maintenance:

- **At the beginning of the tenancy, the home should be:**
- **free from pests and vermin.**
- **reasonably clean**
- **in a good state of repair.**

Structurally sound, weatherproofed and insulated

The building must be:

- **structurally sound**
- **free from hazards, such as leaking roofs**
- **weatherproof**
- **insulated to protect tenants from extreme temperatures where necessary.**

If something is not as it should be, raise it with the property manager/landlord.

Applying for a Rental Property



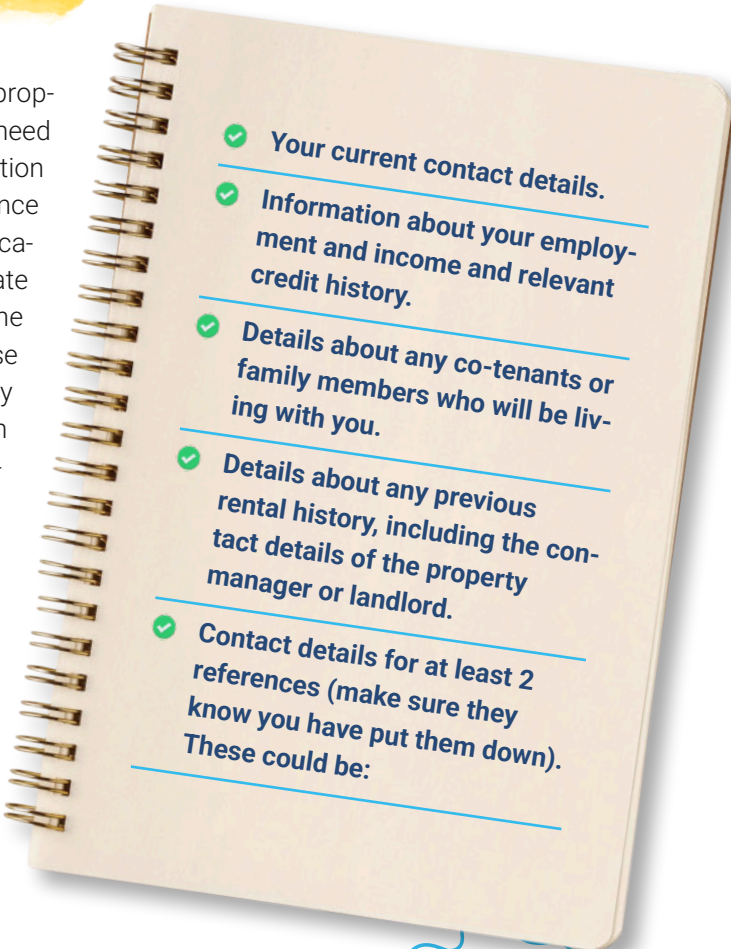
Once you have viewed a property and decided it fits your needs, you will need to go through the application process to formally express your interest and provide the property manager/landlord with the relevant information they need to make their decision about who is best for them to rent to.

Property managers will generally follow a set application process, however some private landlords may operate differently and you should proceed with caution.

Formal Application Process

To apply for a rental property, you will generally need to complete an application form and provide evidence in support of your application. Some real estate agencies have online forms and others will use hardcopies. Hopefully you clarified this with the agent at the property viewing.

In completing the application form, they will ask you for the following information:

- 
- ✓ **Your current contact details.**
 - ✓ **Information about your employment and income and relevant credit history.**
 - ✓ **Details about any co-tenants or family members who will be living with you.**
 - ✓ **Details about any previous rental history, including the contact details of the property manager or landlord.**
 - ✓ **Contact details for at least 2 references (make sure they know you have put them down). These could be:**

- ▶ Current or former employers: They can confirm your employment status, income stability, and work ethic.
- ▶ Professors or teachers: If you're a recent graduate, professors or teachers can provide references about your character and responsibility.
- ▶ Mentors or coaches: Individuals from community organisations, sports teams, or volunteer groups who can speak to your character and involvement.
- ▶ Community leaders: leaders from local community groups or religious organisations who know you well.
- ▶ Family members: parents or other close relatives who can vouch for your character and reliability.

You will also need to provide copies of the following documents;

- ✔ **100 points of ID, including a photo ID (driver's licence, proof of age card or passport) and other ID documents such as your birth certificate, concession card, Medicare card, utility bills with proof of your last address, etc.**
- ✔ **Your 3 most recent payslips or if you have just started with a new employer, potentially a copy of your employment contract to show what you will be earning.**
- ✔ **Any written references you have been provided.**

- ✔ **How long you want to rent the property and your proposed move in date**
- ✔ **If there will be any pets**
- ✔ **Whether you will be applying for bond assistance**



In addition, the application form should clarify the cost of renting the property, such as the rent amount, how much rent might need to be paid in advance and the amount required for the bond and pet bond (if applicable).

You also need to be aware that a landlord can charge a fee when a prospective tenant makes an application, called an “option fee”. If you have paid an option fee and your tenancy goes ahead, then the amount should count towards payment of your rent.

If you are unsuccessful in your application, the option fee must be refunded to you within 7 days of the decisions being made.

The fee a landlord can charge is capped, depending on the rent amount and location of the property and varies between \$50 for rents under \$500/week to \$100 for rents between \$500 to \$1200/week.

Once the application form, and relevant option fee is paid (if applicable), the property manager and/or landlord will evaluate the application against their criteria and select the best suited applicant for the property.

Through this tenant selection process, the property manager/landlord will complete the necessary ID and employment history checks. They may also check against tenancy databases⁸, and sometimes they will request police clearances to confirm that applicants are of good character.

The property manager/landlord may also review the applicant’s rental history from previous tenancies and other property manager/landlord references. The final aspect is the applicant’s capacity to meet the rental terms, and ultimately the applicant’s ability to pay rent.

In considering your application, it is unlawful for the property manager and landlord to discriminate and refuse your application on the basis of age, gender history, race, impairment (disability), sexual orientation, pregnancy, marital status or religious or political beliefs.

In the event this happens, you can make a complaint to the Equal Opportunity Commission (WA)⁹.

⁸ <https://go.gscls.com.au/cp-tenancy-databases>

⁹ <https://go.gscls.com.au/eoc-wa>

Signing On





After you have been selected as the successful tenant, regardless of if you are renting through a real estate agent, or renting privately, there is a process to be followed to properly sign you on.

Sign-up Appointment

The property manager/landlord should arrange a sign-up appointment to sit down and go through everything relating to renting the property. This might occur on the day that the lease is due to commence or could occur prior.

At the sign-up appointment the property manager/landlord is required to give the tenant(s) the following paperwork:

- **Information for Tenant – Form 1AC¹⁰**
- **Residential Tenancy Agreement – Form 1AA¹¹**
- **Bond Lodgement Form¹²**
- **Ingoing Property Condition Report¹³**

¹⁰ <https://go.gscls.com.au/cp-form-1ac>

¹¹ <https://go.gscls.com.au/cp-form-1aa>

¹² <https://go.gscls.com.au/cp-bond-lodgement>

¹³ <https://go.gscls.com.au/cp-pcr>

All of these forms are available on the Consumer Protection website (www.consumerprotection.wa.gov.au/rental-forms-and-resources).

Circle Green Community Legal have a “Starting a Tenancy Checklist¹⁴” you can refer to when going through this process to make sure everything is done properly.

After signing the relevant paperwork, you should be provided with copies of all the signed documents and if they don't make sure to ask for them.

¹⁴ <https://go.gscls.com.au/cg-starting-checklist>



Property Condition Report

The Property Condition Report (PCR) is a document that captures what the property looks like at the start and end of a tenancy (rental period). This is a very important document

The property manager/landlord will have done an inspection of the property prior to you moving in and prepared an Ingoing PCR which should list the contents and condition of the property you are about to move in to.

The property manager/landlord is required to give you 2 copies of PCR within 7 days of you moving in. You will have another 7 days from when you receive it to go through it care-

fully and complete and return it to the property manager/landlord.

You need to check the report carefully and make note of anything that is not correct in both copies. This includes things like damage to walls or doors, missing light fittings or window treatments, state of flooring (scratches or stains), and anything else that is not captured in the pictures or noted in writing in the Ingoing PCR.

We strongly recommend that you also take your own photos and videos of the property before you move all your things in, to have your own record of the state of the property at the start of your tenancy. This can come in very handy when you vacate at the end of your tenancy.



Further tips on working through the PCR can be found in Circle Green Community Legal's information sheet "*Property Condition Report*¹⁵".

Please note, if you do not return the completed/signed PCR within the 7 days after you receive it, it is presumed that you agreed with the PCR you were provided.

Golden Rule

Keep records & copies of all documents

Keys

The property manager/landlord should give you keys to the property upon you signing the tenancy agreement.

Many people mistakenly believe that landlords must give each tenant a set of keys. However, that's not true. Landlords only need to provide one complete set of keys at the start of the tenancy. It's up to the tenants to make any extra copies of the keys for other tenants.

However, it is the tenant's responsibility to ensure they return all copies of the keys at the end of the rental period.



¹⁵<https://go.gscls.com.au/cg-pcr-guide>

Residential Tenancy Agreement





A residential tenancy agreement (lease) is a legally binding contract that allows you as a tenant to occupy a rental property for a specified fixed or periodic term.

All written tenancy agreements must be done using the Residential Tenancy Agreement (Form 1AA) from Consumer Protection.

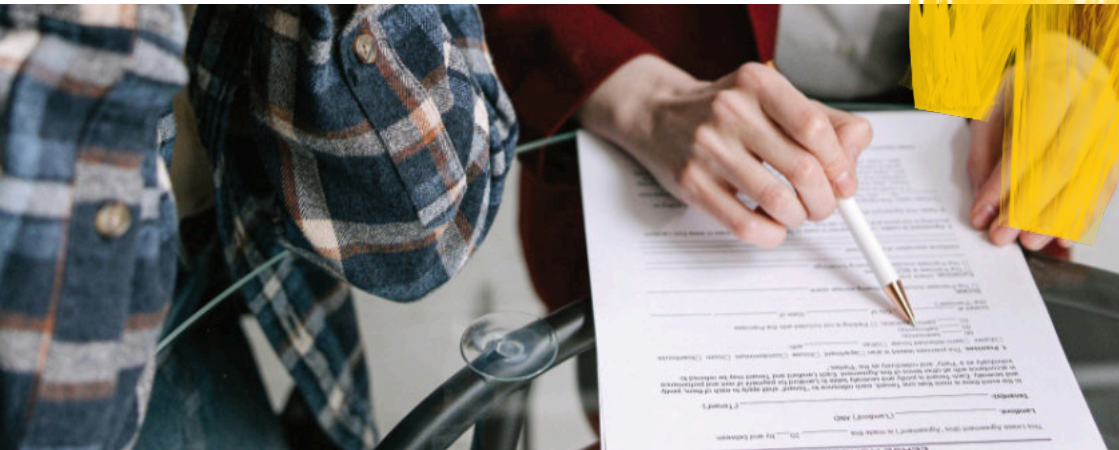
The property manager/landlord is required to give you a copy of the agreement and to provide you with a fully signed copy of the agreement within 14 days of it being signed.

As a party to the tenancy agreement, it is important that you understand the nature of the agreement and your rights and responsibilities under it. If you are unsure about any of the terms in the tenancy agreement you can seek advice from a Tenant Advocate before signing.

Parts to the Agreement

There are 3 parts to the residential tenancy agreement:

- 1. Part A: Covers the details of the tenant and landlord. It also includes how rent and bills will be managed.**
- 2. Part B: Lists the tenant's basic rights and responsibilities. This part cannot be changed.**
- 3. Part C: Can include extra information and obligations such if the home has a pool or shed. It can also include any problems or damage noticed that the landlord has agreed to fix. However, Part C cannot go against or remove any rights under tenancy or consumer laws.**



Types of Lease

There are two different types of leases in Western Australia, a fixed-term lease and a periodic lease. Tenants and landlords have different rights and responsibilities under each, so it is important to understand the type of tenancy agreement you are being asked to sign.

Fixed-Term Lease

A fixed term lease has a specific start and end date, typically ranging from 6 to 12 months, but can be longer.

It provides stability for both the tenant and landlord, as the terms are set for the duration of the tenancy agreement.

The rent can only be increased during the fixed term if the amount of the increase, or the method of calculating the rent increase, is set out in the tenancy agreement and at least 60 days' notice of the rent increase is provided on the approved Form 10: Notice of Tenant of Rent Increase.

And for any tenancy agreement signed after 29 July 2024, the rent

cannot be increased more than once per 12 month period.

If either party wants to end the tenancy agreement early, they may face penalties or need to negotiate terms. Otherwise, either party must give 30 days' notice in writing prior to the end of the fixed term period.

Often, a fixed-term lease will automatically convert to a periodic lease if a new fixed-term agreement is not signed at the end of the fixed term.

Periodic Lease

A periodic lease does not have a fixed end date and continues until either the tenant or landlord gives notice to end it (or negotiates a new fixed term lease).

It offers more flexibility as tenants can move out with 21 days' notice, and landlords can end the lease with 60 days' notice.

Rent can still be increased with proper notice, typically 60 days, as per the terms of the lease, but only once per 12 month period and with correct notice as with fixed-term leases.

Financial Commitments



In signing your tenancy agreement, you are then responsible for paying a bond and your first rent in advance.

Bond

A bond, or security deposit, is a sum of money that renters give to the property manager/landlord when they move in. This money is kept as a safety measure in case there is any damage to the property or if rent is not paid while they are living there.

In Western Australia, landlords can ask for a bond that is up to 4 weeks' worth of rent. However, there are two situations where this changes. If the rent is over \$1,200 a week or if you have a pet, different rules apply.

For pets, landlords can ask for a pet bond, which can be up to \$350. Even if you have more than one pet, the maximum you would pay for the pet bond is still \$350.

In Western Australia, all rental bonds need to be submitted and kept by the Bond Administrator (overseen by Consumer Protection). After the bond is submitted, tenants should get a receipt and confirmation from the Bond Administrator, if not, request a copy from the property man-

ager/landlord. Or you can contact the Bond Administrator on 1300 304 054.

See Circle Green Community Legal's information sheet "*Security Bond at the Start of a Tenancy*¹⁶" for more information.

Rent in Advance

Paying rent in advance means that for the relevant period (generally fortnightly), you pay rent at the start of the period rather than the conclusion.

So, when you move in, on day one you pay 14 days' rent. This runs down over the fortnight so that at the end of day 14 you are no longer in advance. The next day is the start of the next 14-day period, so you must pay rent again.

Some landlords and tenants mistakenly think that the requirement means that you must be in advance at the end of the relevant period, which would mean that you would have to pay 28 days' rent at once, to be two weeks in advance at the expiration of the first 14 days. This is not the case.

¹⁶ <https://go.gscls.com.au/cg-security-bond>



Financial Support

If you are suffering financial hardship or in a tight money situation, there are assistance schemes you might be eligible for such as bond assistance and rent assistance.



Bond Assistance

The Department of Communities offers bond assistance and two weeks' rent in advance as an interest-free loan to help people secure accommodation in the private rental market.

To be eligible, you must meet certain income and asset limits, and the rent should not exceed 30% of your gross income.

To apply, you will need to complete a Housing Options Assessment Form and, if eligible, submit a formal bond application.

Rent Assistance

If you receive certain Centrelink payments and pay rent, you may be eligible for Rent Assistance. This helps cover the cost of your rent.

To apply, you will need to update your address and rent details in your Centrelink online account through myGov or use the Express Plus Centrelink mobile app.

If approved, the bond or rent in advance will be paid directly to your property

During your Tenancy



You have done all the hard work to secure and move into your new rental property, now you need to understand your ongoing obligations and those of the property manager/landlord for the duration of your tenancy.

Paying Rent

First and most importantly, make sure to pay your rent and pay it on time. If you want to keep living in your rental home, it's essential to pay your rent when it's due.

Golden Rule Pay your rent

You should not stop paying rent for whatever reason, including if the property manager/landlord has failed to do repairs. Withholding rent will put you in breach of your tenancy agreement and will not help to resolve the repair issue.

If you withhold rent, you risk your tenancy agreement being terminated for rent arrears.

Should you have concerns about paying your rent, you can speak with a Tenant Advocate to discuss your best options for addressing the issue.

Property Upkeep

Under your tenancy agreement, you as the tenant are responsible for the upkeep of the property during your tenancy.

This means you need to:

- **Maintain the interior of the property with a high level of cleanliness.**
- **Maintain all gardens/lawns and outside areas.**
- **Not store unused furniture/mattresses or excessive rubbish at the property.**
- **Put your curb collection rubbish bin out weekly (and remember to bring it back in).**
- **Report any damage to the home immediately (in writing) to the property manager/landlord.**
- **Report any maintenance issues immediately (hot water not working, power points/light switches dodgy) and in writing.**
- **Be respectful of neighbours.**
- **Not sublet unless approved by the property manager/landlord.**

- **Communicate with the property manager/landlord as and when needed and respectfully**
- **Not install pools, including blow up kids pools**
- **Not store unlicensed or un-roadworthy vehicles, trailers, boats, cars, motorbike, trucks at the property**
- **Not paint the interior of the property or apply decals to the walls or wallpaper without prior approval from the property manager/landlord.**
- **Not affix any structures to the property unless prior approval given by the property manager/landlord.**

For most people, housework does not rate highly among the things they do for fun. However, as a tenant, cleaning your home is your responsibility and is important for:

1. **Maintaining a clean and hygienic living space.**
2. **Preserving a safe living space that meets health and safety regulations.**
3. **Avoiding damage and minimising general wear and tear to the property.**

Ultimately, property owners simply want to ensure that their investment is being well cared for. Tenants who maintain the cleanliness of their rental property throughout their entire tenancy are more likely to have their lease renewed and receive a positive rental reference for future tenancy applications.

Pest Control

Tenants are responsible for pest prevention and specific responsibilities will be written in your tenancy agreement. Essentially, tenants must maintain the property in a manner that does not attract pests, however infestations that occur due to reasons outside of your control, are the landlord's responsibility.

Rent Inspections

The property manager/landlord are able to conduct routine inspections of the property you are renting. These will generally occur at the 6 week mark after moving in, and then every 3-4 months. Though there should be no more than 4 per calendar year.



The property manager/landlord should give you notice of their attendance and whilst in attendance will be looking at the state and upkeep of the property, looking for any repairs that are needed and seeing if there are things that need maintenance, like cleaning the gutters or cutting back overgrown trees.

This inspection helps the property manager/landlord see that you are caring for the property and keeping your home neat and clean and therefore complying with your responsibilities under your tenancy agreement.

Here's a sample checklist to help you prepare for a rent inspection.

Inside:

- **Dust off cobwebs from ceilings.**
- **Clean any marks off the walls, wipe over the front of the cupboards and light switches.**
- **Windows, tracks and sills in a clean condition.**
- **Vacuum carpeted floors and mop/clean tiled floors.**
- **Dust the light fittings, fans and skirting boards.**

- **Wipe down the kitchen benches, clean oven and cook tops so they are free of grease.**
- **Exhaust fans need to be clean and free from excessive buildup of dust.**
- **Wet areas: bathrooms and laundry - Clean the toilets, sinks, bath and shower which should be free of mould and calcium buildup.**

Outside:

- **Remove cobwebs from the outside areas.**
- **Sheds, garages, patios and driveways should be clean and tidy.**
- **Lawns mowed and garden beds free of weeds and rubbish.**
- **Please refrain from storing items on behalf of others, or any old furniture/mattresses.**
- **All dogs to be adequately restrained**

Reporting Maintenance

The landlord must provide and maintain a rented property that is in a

good state of repair and ensure it remains fit to live in.

When repairs are required to maintain the premises, they are generally known as 'routine repairs'. These must be carried out within a reasonable time frame, which is measured based on the nature of the repairs, their costs and urgency.

Regardless of if you are renting privately or through an agent, always put your maintenance requests in writing (email is preferred). This ensures you have a paper trail should any issues arise in future.

When completing a maintenance request, you need to identify where on the property the maintenance is required, what the problem is (i.e. 'broken latch on the front gate' or 'leaking toilet main bathroom') and the level or urgency (i.e. 'the leak is significant and likely to cause further damage').

It is the tenant's responsibility to report any maintenance issues as soon as possible and tenants are generally responsible for replacing consumable products such as light bulbs or batteries for remote controls (such as automatic gates,

garage doors, remote keys, and security remotes)

Golden Rule **Report Maintenance** **in Writing**

Reporting Damage

As a tenant, you are responsible for any damage you or your visitors/guests may cause at your rental property.

If damage has occurred, you need to advise your property manager as soon as possible so the damage can be repaired.

In the event damage has occurred for something outside of your control/illegal, for example your property was broken into, then you should also report the matter to Police so there is an incident report number that can be provided to the property manager/landlord in the event an insurance claim needs to be made.

Modifications

There are circumstances where you may make changes to the property,



but it is essential to seek permission first.

The formal process for obtaining approval, requires you to submit a Minor modification request form - Form 26¹⁷ to the property manager/landlord.

This form can be found on the Consumer Protection website¹⁸. Remember to keep a copy of the form for your records.

The property manager/landlord has the discretion to approve the request, deny it for specific reasons, or approve but impose conditions.

The property manager/landlord must reply to the tenant's request within 14 days to let them know the decision. If they don't respond in that time, the tenant can assume their request for a minor change has been approved. However, tenants should keep in mind that there might be reasons for denial, like if there is asbestos in the walls.

It might appear to be a minor detail, but you need to get permission be-

fore you paint, put up wall stickers, or hang wallpaper. If you don't, you could be in breach of your tenancy agreement.

Be aware, some changes aren't allowed due to local laws and building regulations. These include things like putting up outdoor structures, temporary buildings in the yard, or inflatable pools.

Pets

You need to ask for permission to have a pet. Once you are approved, you will need to pay a pet bond of up to \$350 before you can bring your pet to your rental property.

You can apply by filling out a Form 25 Pet Request Form¹⁹ and completing the first three sections. This will give the property manager/landlord your information and details about the pet you want. There is no cost for the application.

The Form 25 can be found on the Consumer Protection website²⁰.

¹⁷ <https://go.gscls.com.au/cp-form-26>

¹⁸ <https://go.gscls.com.au/cp-rental-forms>

¹⁹ <https://go.gscls.com.au/cp-form-25>

²⁰ <https://go.gscls.com.au/cp-rental-forms>

Send a copy of the form to your property manager/landlord and wait up to 17 days (includes postage) for a decision. Remember to keep a copy of the form for your records.

The property manager/landlord will fill out the remaining parts and will either:

Say yes to the request

Say yes but with some conditions (some of these may need approval from the Commissioner for Consumer Protection); or

Say no to the request

(some reasons for saying no may also need approval from the Commissioner for Consumer Protection).

If the property manager/landlord doesn't reply to your request within 17 days, it means they have agreed to it, and you can keep the pet as stated in your form. But don't forget to contact them to arrange payment for your pet bond.

As a tenant, you need to take care of any damage your pet might cause. This includes things like ripped screens, holes in the yard, scratches on doors and floors, or stains on carpets. It is generally better to keep on



top of the maintenance to stop the damage becoming worse.

You should tidy up any mess your pet makes, both inside and outside the home on a regular basis, and particularly before a rent inspection. If your pet is noisy, like barking a lot, you're responsible for that too.

In more serious situations, your landlord might even try to end your tenancy agreement because of these problems.



If you don't handle these issues throughout your tenancy, your property manager/landlord will likely seek that you pay for the repairs when you move out. The amount could be in excess of the amount of your pet bond, in which case they will try to recoup it from your main bond.

If you think your property manager/landlord is asking for too much money from your bond, you can speak with a Tenant Advocate for advice.

Lost Keys

All keys issued to tenants must be returned at the end of the tenancy.

Locks may be changed by the tenant, property manager or landlord in an emergency. However, if you need to change your locks, you must advise your property manager/landlord and supply them with a copy of the new keys within 7 days.

In the event you lose the keys, what you need to do may come down to what is in your tenancy agreement, or conditions set by the property manager/landlord. Some may require you to engage a locksmith to

replace all the locks and issue brand new keys at your own expense, others may simply require you to have new keys cut.

We encourage you to reach out to them to discuss their expectations.

Miscellaneous Issues

Regardless of your best intentions, there is always a chance issues at your rental property may arise.

You should always attempt to discuss matters with your property manager/landlord as soon as practicable after the issue arises.

If you are unsure of the response, the matter has not been addressed or you are not sure what you should do, you can speak to a Tenant Advocate for specific advice about your situation.

In the event the issues still do not get resolved, you may need to seek assistance from Consumer Protection who can take the parties through their conciliation process.

Ending your Tenancy





The Residential Tenancies Act 1987 (WA) requires a period of written notice and sets out other requirements on how a property manager/landlord and tenant can end a tenancy agreement.

Giving Notice – Fixed-Term Lease

You as the tenant cannot move out at the end of a fixed-term lease without giving or receiving written notice.

If you are planning to move out at the end of your tenancy agreement, we recommend setting a reminder in your phone's calendar for 60 days prior to the end of your lease, so that you have time to decide before you need to give notice.

If you are renting through an agency, the property manager will generally contact you between 45 to 60 days prior to the end of the fixed term to gauge your interest in staying or vacating.

To give notice to vacate, you need to:

- **Provide written notice to the property manager/landlord or complete and provide them**

with a Form 22 Notice of termination from tenant to lessor²¹.

- **Give a minimum of 30 days' notice (plus 2 days "counting days", so effectively 32 days' notice as it doesn't include the day you send the notice or the day it takes effect).**
- **The "date of effect" cannot be earlier than the expiry of the fixed term agreement (but it can be the exact same date).**
- **Continue paying rent up until you move out and hand the keys back.**
- **Schedule/disconnect utilities and services at the property (bills that in your name).**

The Form 22 can be found on the Consumer Protection website²².

If a property manager/landlord wants vacant possession (you to vacate) they also need to provide you with a minimum of 30 days' written notice (plus 2 days "counting days") before the end of the fixed-term lease.

²¹ <https://go.gscls.com.au/cp-form-22-notice>

²² <https://go.gscls.com.au/cp-rental-forms>.

If neither party gives a notice of termination before the expiry of the fixed-term lease, then after the expiry date, the tenancy agreement continues as a periodic lease.

Giving Notice – Periodic Lease

You can end a periodic tenancy agreement at any time without having to provide a reason, but you must give the property manager/landlord a minimum of 21 days' written notice.

You need to:

- **Provide written notice (email) or complete Form 22 Notice of termination from tenant to lessor²³.**
- **Give a minimum of 21 days' notice (plus 2 days "counting days", so effectively 23 days' notice as it doesn't include the day you send the notice or the day it takes effect).**
- **Continue paying rent up until you move out and hand the keys back.**

²³ <https://go.gscls.com.au/cp-form-22-notice>

- **Schedule/disconnect utilities and services at the property (bills that in your name).**

If a property manager/landlord wants vacant possession (you to vacate) they need to provide you with a minimum of 60 days' written notice (plus 2 days "counting days").

Break Lease

A break lease is an agreement to continue with the lease until a new tenant moves in or the fixed term agreement ends, whichever occurs first.

Breaking a fixed-term lease can be expensive so it is best to only do this if you have compelling reasons and have factored in the possible cost of that decision. It is usually best to have an initial conversation with your property manager/landlord before making any decision.

When you sign a tenancy agreement with a fixed end date (a 'fixed-term lease'), you are signing a legal contract under which you agree to rent the place for an agreed minimum period. Leaving your agreement early is usually a breach of the agreement, and you may be liable to pay



compensation to the landlord for breach of the contract.

You will need to give a minimum of 21 days written notice (plus 2 counting days) of your intention to break lease. This must be in writing, and it is important you keep a copy for your records.

You are still required to continue paying rent until a new tenancy starts and will need to pay the re-letting costs.

Break lease costs may include: compensation for loss of rent, advertising costs, and the cost of tenant database checks, final vacate fees (inspection/property condition report); and reimbursement of unused portion of the re-letting fee (property managers/landlords can only claim “real” expenses, so must be able to provide legitimate invoices and receipts for any claims against a tenant).

Please note, if the property manager/landlord is required to re-let the property at a lower rent because of a change in the rental market, you may be liable for the difference between the rent you were paying and the new rent. So long as the lower rent is reasonable, the property man-

ager/landlord has probably mitigated loss.

See Circle Green Community Legal's "Break Lease²⁴" information sheet for more details (circlegreen.org.au/resources/tenancy).

Preparing for Handover

When preparing to vacate your rental property, don't forget to contact the relevant utility and service providers to disconnect the services (i.e. electricity, gas, telephone, internet, etc) at the property that are registered in your name.

If possible, try to book this a couple of weeks in advance, as some will need to arrange final readings and send final accounts, etc.

You will also need to set up a re-direct for your mail which you can do online on the Australia Post website²⁵.

You must also provide a forwarding address in writing to the property manager/landlord. This can be a

postal address, or the address you are moving to. Failure to provide this information may result in a \$5000 fine.

Upon vacating, you should leave the property in as close as possible to the same condition as it was when you moved in, taking into account any fair wear and tear. This applies to both the inside and outside of the property.

Your property manager/landlord may even provide a checklist to help you to handover the property in the closest possible condition to when you moved in.

If you don't do this, the property manager/landlord can claim part or all of your bond money to cover the cost of cleaning or carrying out repairs. Noting that property managers/landlord can only claim "real" expenses, so must be able to provide legitimate invoices and receipts for any claims against a tenant's bond.

²⁴ <https://go.gscls.com.au/cg-break->

²⁵ <https://go.gscls.com.au/auspost-redirect>

Final Inspection & Outgoing Property Condition Report

Once you have handed back your keys, the property manager/landlord will conduct a final inspection. The final inspection must be conducted and an Outgoing PCR provided to you as soon as practicable, and in any event within 14 days of the tenancy agreement ending.

The property manager/landlord should give you a reasonable opportunity to be present at the final inspection and you should make every effort to attend.

The purpose of a final inspection is to compare the condition of the property to that of the Ingoing PCR.

Before handing the keys back in and the property manager/landlord doing the final inspection, we strongly recommend you take your own photos and video of the state of the property, particularly if you are not able to attend the inspection yourself. These photos and videos can come in handy if disputes about the release of your bond come up.

If the property needs any further cleaning after you have vacated, the property manager/landlord might give you access to the property to do the work yourself. However, they are not obliged to do so. Instead, it may be reasonable for them to get a cleaner and charge you for the cost.

After termination, you are not obliged to return to the property to do the further work yourself, you can let the property manager/landlord sort it out.

Fair Wear and Tear

A property will often suffer some deterioration due to 'fair wear and tear'. You are not responsible or liable for fair wear and tear.

Fair wear and tear is the deterioration of the property that occurs through ordinary and reasonable use of the house by the tenant.

Intentional damage (done on purpose) or damage caused by negligence (by not taking enough care) is not fair wear and tear and you will be responsible for the costs of these types of repairs.

If you think the property manager/landlord is being unreasonable by trying to hold you responsible for damage that you think is “fair wear and tear” you should refer to your PCR and photos to compare the condition of the property when you first moved in to when you vacated.

You should then attempt to negotiate a settlement by writing to the property manager/landlord explaining what you dispute and giving reasons why.

If there is still a dispute over the bond you can contact a Tenant Advocate for advice.

Bond Release Process

Once you have handed the keys back to the property manager/landlord and they have conducted a final inspection, you can go ahead and seek to have your bond returned or the property manager/landlord may make the request themselves.

There is no set time frame for when this has to happen, but usually it happens within 14 days after you move out. And if you can agree with the property manager/landlord

about how the bond is to be distributed, the bond is usually paid quickly.

The bond release process is as follows:

Step 1:

- **The tenant or property manager/landlord send the bond release application to the Bond Administrator (usually online)**
- **The application says how the bond should be paid/distributed and why**

Step 2:

- **The other people listed on the bond are told about the application**
- **They have 14 days to respond and confirm if they agree or disagree or may choose not to response at all.**
- **If everyone agrees, the bond is paid out.**

Step 3:

If there is no agreement after 14 days, the matter will go to Consumer Protection, not straight to court.

The Commissioner of Consumer Protection will then:



- **Ask both sides for information and evidence (i.e. photos, receipts, PCR, message and emails, etc.) in support of their positions which is to be provided usually within 10 days of being given notice**
- **Review the evidence and decide how the bond should be split based on the paperwork provided. Written notice of their decision is provided to the parties.**

Once a decision is made, it is provided to the Bonds Administrator to effect payment. The Bond Administrator must wait 7 days from the date of the decision before making payment.

If one of the parties is unhappy with the decision of the Commissioner, then they can appeal to the Magistrates Court of WA within 7 days. If no appeal is made, the bond is released automatically.

Whilst the process above is correct most of the time, there are some bond issues that still need to go to Court to be decided. For example where:

- **There isn't enough information to decide**

- **The dispute is bigger than the bond amount**
- **There's already a tenancy Court case on foot**
- **A party lives interstate**

If this happens, you'll be told what to do next.

Important things to keep in mind when looking at bond release:

- **The bond is not a cleaning fee**
- **Property managers/landlords can only claim for things they are legally entitled to**
- **Normal wear and tear is not damage**
- **Evidence matters – photos and condition reports are important**

Additional bond release information can be found on the Circle Green Community Legal²⁶ website and the Consumer Protection²⁷ website.

If you have issues getting your bond released or need to take the matter to Court, you can also speak with a Tenant Advocate.

²⁶ <https://go.gscls.com.au/cg-ending-tenancy>


²⁷ <https://go.gscls.com.au/cp-releasing-bond>

Tenant Advocacy Services

Great Southern Community Legal Services

 4/15 Peels Place, Albany WA 6330

 (08) 9842 8566 or 1800 60 60 60

 www.gscls.com.au

Circle Green Community Legal

 445 Hay Street, Perth WA 6000


 (08) 6148 3636


 www.circlegreen.org.au


A full list of all Community Legal Centres with Tenant Advocates can be found on the Community Legal WA website²⁸.

Tenant advocacy services are not able to give property managers or landlords advice. They will need to contact Consumer Protection. Consumer Protection can also provide information to tenants, lodgers and boarders.


Consumer Protection - Perth


 Level 2, 140 William Street, Perth WA 6000

 1300 30 40 54

 www.consumerprotection.wa.gov.au

Consumer Protection - Albany

 Unit 2/129 Aberdeen Street, Albany WA 6330

 (08) 9842 8366

²⁸ <https://go.gscls.com.au/clwa-members>

Great Southern Support Services

Anglicare – Housing Support

📍 44 Collie Street, Albany WA 6330

☎ (08) 9842 6666

🌐 www.anglicarewa.org.au

Albany Youth Support Association AYSA

📍 12 Young St, Albany WA 6330

☎ (08) 9842 2082

Vinnies

📍 Chevalier Street, Albany WA
6330

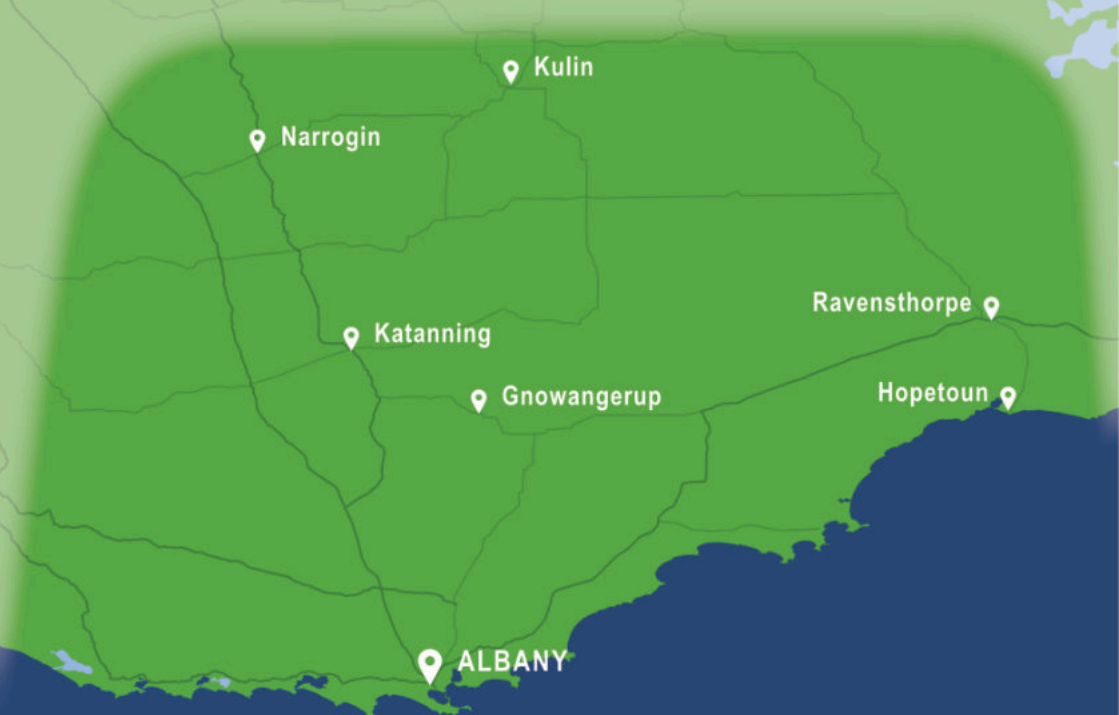
☎ (08) 9842 8386

🕒 Tuesdays, Wednesdays, Fridays
10am – 2pm

The Salvation Army

📍 152-160 North Road, Yakamia
WA 6330

☎ (08) 9841 1068



Great Southern

**Community
Legal Services**

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