

Rent, Fees and Other Charges

As a tenant you have rights and responsibilities under the *Residential Tenancies Act 1987* (the Act). This fact sheet explains the law in Western Australia about rent, fees and other charges and incorporates the changes made to the Act, which came into effect on 1 July 2013. Please note that while changes were made to the Act effective 1 July 2013, some of the old laws may still apply to you. If, for example, you entered into a lease prior to 1 July 2013, the old laws may still be valid. Accordingly we strongly encourage you to get appropriate legal/tenancy advice from your local tenancy service concerning the application of the new laws.

In the Residential Tenancies Act the landlord is referred to as the lessor.

RENT IN ADVANCE

It is a term of your agreement that you pay rent in advance.

Under the Act, the maximum amount you can be required to pay at one time is two weeks' rent.

You may choose to pay more rent in advance (e.g. you may choose to pay your rent monthly) but it cannot be an enforceable term of the agreement and you can go back to paying fortnightly if you wish to do so.

What does "rent in advance" mean?

Sometimes there is confusion about what "rent in advance" means.

Most residential tenancy agreements require two weeks' rent in advance.

Paying in advance means that for the relevant period (two weeks), you pay rent at the start of the period.

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 have to pay rent again.

Some lessors or tenants mistakenly think that the requirement means that you have to be in advance at the end of the relevant period. This means 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, you only need to pay two weeks' rent in advance.

FEES AND OTHER CHARGES

Tenants cannot usually be asked to pay any additional money other than rent, security bond and water bills during a tenancy agreement. The lessor cannot ask you to pay any administration fees, re-inspection fees or charges for sending you utility invoices or breach notices.

The lessor is entitled to compensation if you breach the agreement and it can be shown that this has directly resulted in additional costs to the lessor that would not have been there if you had kept to the rental agreement. For example, a re-letting fee or a vacate fee in a break lease situation.

If you are asked to pay compensation to the lessor, it must be shown that the cost is justified and is allowed under the law. If you dispute this charge, you are entitled to have the matter determined by the Magistrates Court.

If you are uncertain about any fees or charges, contact Tenancy WA for further advice.

RENT RECEIPTS

The lessor must give you a receipt within three working days of receiving a rent payment unless the rent is paid electronically into an account nominated by the lessor. Your banking records are your record of paying rent if you have paid electronically.

The lessor is also required to keep a proper record of rent (rent ledger) showing:

- the fact that the payment was for rent
- the date the rent was received
- the name of the person paying the rent
- the amount paid
- the rental period covered by the payment
- the address of the rented property.

EXCESSIVE RENT

There are limited circumstances when you may be able to argue that the rent is excessive. These include where there has been a significant reduction in the facilities in the property after you entered into the lease or where rent has been increased unreasonably.

If you think a rent increase is excessive, you can:

- negotiate with the lessor to lower or withdraw the increase
- apply to the Magistrates Court for an order that the new rent is excessive (you must apply within 30 days of receiving the rent increase notice).

In deciding whether rent is excessive, the Court will take into account:

- rents for similar premises in the same or a similar area
- the estimated capital value of the premises at the date of the application
- the lessor's outgoings in respect of the premises
- the estimated costs of any services provided by the lessor or tenant under the agreement
- the value and nature of furnishings, fixtures and facilities provided with the premises for use by the tenant
- the accommodation provided in the premises
- the general condition and state of repair of the property
- any other relevant matter.

If you apply to Court to have your rent reduced you will need to bring evidence about each of these issues to Court.

FURTHER HELP – TENANTS’ ADVICE AND ADVOCACY

Tenancy WA provides state wide telephone advice services and referrals.

Metro: (08) 9221 0088 • Country: 1800 621 888 (free call) • www.tenancywa.org.au

Department of Commerce 1300 304 054

METROPOLITAN COMMUNITY LEGAL CENTRES	REGIONAL COMMUNITY LEGAL CENTRES
Fremantle CLC (Western Suburbs) 9432 9790 www.fremantle.wa.gov.au	Albany CLC (Great Southern) 9842 8566 www.albanyclc.com.au
Gosnells CLC (South Eastern Suburbs) 9398 1455 www.gosclc.com.au	AccordWest (South West) 9729 9000 www.accordwest.com.au
MIDLAS (Eastern Suburbs) 9250 2123 www.midlas.org.au	Geraldton Resource Centre (Mid-West/Gascoyne) 9938 0600 www.grc.asn.au
Northern Suburbs CLC (Northern Suburbs) 9440 1663 www.nsclc.org.au	Goldfields CLC (Goldfields) 9021 1888 www.gclc.com.au
SCALES (South Western Suburbs) 9550 0400 www.law.murdoch.edu.au/scales	Kimberley CLS (Kimberley) 9169 3100
Sussex Street CLS (South Central Suburbs) 6253 9500 www.sscls.asn.au	Peel CLS (Peel) 9581 4511 www.peelcls.com.au
Welfare Rights & Advocacy Service (North Central Suburbs) 9328 1751 www.wraswa.org.au	Pilbara CLC (Pilbara) Karratha - 9185 5899 Newman - 9175 0148 Roebourne - 9182 1169 South Hedland - 9140 1613 www.pcls.net.au
	Wheatbelt CLC (Wheatbelt) 9622 5200 www.wheatbeltclc.com.au

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