

Starting a Tenancy

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 signing a tenancy agreement 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.

WHAT IS A TENANCY AGREEMENT?

A standard tenancy agreement ([Form 1AA](#)) must be used if there is a written residential tenancy agreement between you and the lessor.

The tenancy agreement is a legally binding contract between you and the lessor. It gives you the right to live in rental housing in exchange for rent.

The tenancy agreement sets out the conditions of your tenancy including things like:

- whether your agreement is for a fixed term (e.g. 12 months) or a periodic agreement (ongoing, month to month agreement)
- how much rent you have to pay and how often
- whether you or your lessor will maintain the garden.

A TENANCY AGREEMENT CAN BE FOR A FIXED OR AN ONGOING PERIOD OF TIME

- A **periodic** tenancy is for an indefinite amount of time. There is no definite end date.
- A **fixed term** tenancy is for a definite amount of time. Fixed term tenancies are most commonly for 12 months.

NOTE: When deciding how long you want the agreement to be, keep in mind that breaking a fixed term agreement early brings associated fixed costs and you are also liable for rent until a new tenant is found.

A TENANCY AGREEMENT CAN BE WRITTEN OR VERBAL

A **written tenancy agreement** must be in the prescribed form ([Form 1AA](#) for private tenants and Form 1AB for social housing tenants). None of the conditions in the prescribed form can be contracted out of, but additional conditions can be added. Make sure any additional verbal conditions are included in the written agreement.

A **verbal tenancy agreement** can be made, but it is best to avoid verbal or partially verbal agreements because they are hard to prove if you ever go to court. If a verbal contract is entered into, the lessor must provide you with a [Form 1AD – Information for tenant with non-written residential tenancy agreement](#).

WHAT DOES THE AGREEMENT SAY?

The agreement sets out your rights and responsibilities, and those of your lessor, within the tenancy.

You should be provided with a copy of your agreement before you sign it. If necessary, seek advice before you sign, especially if there are “additional terms” attached. You should be given a copy of your agreement within 14 days of signing it.

There can be serious consequences if either party breaks or breaches the agreement. It is important that you understand and agree with the conditions and obligations that are in the agreement before you sign it.

Read the agreement carefully and get a friend to read the agreement and witness your signature.

HOW DOES THE *RESIDENTIAL TENANCIES ACT 1987* (THE ACT) RELATE TO YOUR AGREEMENT?

The *Residential Tenancies Act 1987* is the law about renting in WA.

The Act sets out the rights and responsibilities of you and the lessor and how tenancy agreements may be ended. These rules are not always written into your agreement but they will automatically apply to your tenancy.

From July 1 2013 both you and the lessor are **not** allowed to “contract out” of any of the terms and conditions in standard tenancy agreement ([Form 1AA](#)). Additional conditions can be added to the standard agreement, but must not conflict with the conditions already in the agreement or contradict the law as set out in the Act.

Most renting agreements are covered by the Act, but there are some exceptions. Contact Tenancy WA if you are not sure, especially if you live with the owner or in a shared tenancy.

WHAT YOU MUST BE GIVEN AT THE START OF YOUR AGREEMENT

At the start of a tenancy, you must be given the following by the lessor:

- In the case of a written tenancy agreement, a copy of the signed agreement in the prescribed form ([Form 1AA](#)) within 14 days of you moving in and a copy of ‘information for tenant’ ([Form 1AC](#)).
- In the case of a verbal tenancy agreement, a copy of the information sheet ‘Information for the tenant with a non-written residential Tenancy Agreement’ ([Form 1AD](#)) within 14 days of moving in.
- Two copies of the [property condition report](#) (PCR) within 7 days of you moving in.
- A [bond lodgement form](#) for you to sign (if you are paying a security bond).
- The full name and address of the lessor. If the lessor changes address they must provide the tenant with the new address in writing within 14 days. If the lessor uses a real estate agent, they can provide you with the address of the real estate agency instead of their own address.

WHAT ARE THE UPFRONT COSTS?

At the start of the tenancy, the lessor can ask you for:

- a maximum of two weeks rent in advance
- a maximum of four weeks rent as a security bond (if the rent is more than \$1200 per week, the lessor can claim a higher bond)
- a maximum of \$260 for a pet bond (if you are allowed to keep pets on the premises)

Make sure you get a receipt for any money you pay in cash. Your receipt should show how much you paid, the date you paid it, and exactly what it was for.

RELEVANT FORMS

[Form 1AA Residential Tenancy Agreement and Help page](#)

[Form 1AC Information for Tenant](#)

[Form 1AD Information for tenant with non-written residential tenancy agreement](#)

[Form 1 Property Condition Report](#)

[Lodgement of Security Bond Money Form](#)

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.gosnellsclc.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.nscslc.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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