

The Residential Tenancies Act 1987

As a tenant you have rights and responsibilities under the *Residential Tenancies Act 1987* (the Act) and the Residential Tenancies Regulations (the Regulations). This fact sheet explains the law in Western Australia 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 THE ACT MEANS FOR TENANTS

Most residential tenancies in WA are covered by the *Residential Tenancies Act 1987*.

The Act and the regulations set out a standard residential tenancy agreement that gives rights and obligations to lessors and tenants.

The Act gives the Magistrates Court jurisdiction and the power to hear and settle disputes about residential tenancies, including bond disputes.

WHO IS COVERED BY THE ACT?

The Act covers tenants who rent their home from a lessor or a real estate agent (who acts on behalf of the lessor) and this also includes tenants who are sub-tenants.

The Act covers social housing tenants, which includes tenants in public housing managed by the Department of Housing and tenants who rent from a Community Housing provider. Additional policies may also apply to things like eligibility, how rent is calculated, and who can live in the property.

WHO IS NOT COVERED BY THE ACT?

The Act does not usually cover the following situations and if you are affected by this you should seek advice as there may be complex legal issues:

- boarding or lodging agreements
- serviced apartments, hotels, motels and backpackers accommodation
- residential aged-care or retirement villages
- hospitals and nursing homes
- student accommodation provided by an educational institution
- holiday accommodation
- some long term sites at Caravan Parks, which may be covered by the *Residential Parks (Long-stay Tenants) Act 2006*

YOUR RIGHTS UNDER THE ACT

As a tenant you have a number of rights under the Act. These rights are all set out in the Act and Regulations, and you can see more information in our detailed fact sheets.

- You do not have to pay more than 2 weeks' rent in advance.
- You do not have to pay more than 4 weeks' rent for bond.

- You cannot be evicted without a Court order.
- You do not have to pay more than \$260 for a pet bond.

You have the right to:

- be given 30 days written notice of the lessor wanting to end a fixed term agreement
- be given 60 days written notice to end a periodic tenancy agreement
- be given a copy of the residential tenancy agreement, a property condition report completed by the lessor within 7 days of occupying the premises
- be given notice of a rent increase
- be given rent receipts (unless you pay electronically)
- be provided with a reasonably secure premises
- not be discriminated against
- have reasonably clean premises at the start of your rental
- have quiet enjoyment of the property
- have repairs and maintenance done
- to apply to the Magistrates Court for orders if the lessor has broken the tenancy agreement
- to refuse the lessor access except in certain circumstances and with proper notice.

YOUR RESPONSIBILITIES UNDER THE ACT

As a tenant you have a number of responsibilities under the Act:

- check and return the property condition report to your lessor within 7 days
- pay rent on time
- care for the premises
- pay for any damage caused by you or your guests
- report the need for any maintenance and repairs
- not to make alterations or additions without the lessor's permission
- not to alter, remove or add a lock or security device without the lessor's consent
- not to use or permit the premises to be used for an illegal purpose
- not to cause or permit a nuisance
- not to interfere with the peace, comfort or privacy of neighbours
- to give correct written notice when you leave
- to leave property in a similar condition to when you rented them, aside from normal fair wear and tear.

TERMS OF THE STANDARD RESIDENTIAL TENANCY AGREEMENT

A residential tenancy agreement can be written or verbal.

If it is a written agreement, the lessor must use the prescribed form of written residential tenancy agreement which can be found on the Department of Commerce website – [Form 1AA: Residential Tenancy Agreement](#).

If it is a verbal agreement, the lessor must provide you with [prescribed information](#) within 14 days.

The terms of the standard residential tenancy agreement cannot be varied.

Contracting Out

Changes made to the Act in July 2013 made it illegal for a lessor to “contract out”. This means that the lessor cannot include any terms in the agreement that are inconsistent with the rights and responsibilities in the Act.

Section 82 states that:

“Any agreement or arrangement that is inconsistent with a provision of this Act or purports to exclude, modify or restrict the operation of this Act is to that extent void and of no effect.”

For example, a lessor cannot put a term in your agreement that you do not need to notify them of any necessary repairs, but instead can carry out the repairs yourself.

Additional Terms

Additional terms may be included in the standard residential tenancy agreement if:

- both you and the lessor agree to them
- they do not conflict with the *Residential Tenancies Act 1987* or any other legislation
- they do not conflict with the terms of the standard agreement.

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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