



Renting a home

This fact sheet answers some common questions about renting a home.

What sort of tenancy agreement might I be offered?

Tenancy agreements can be either periodic or fixed term.

A periodic tenancy agreement can last for an indefinite time. The agreement can be ended when you or the property owner/agent give the 'proper notice' in writing.

A fixed term tenancy agreement specifies in writing a start and finish date and the minimum length of time you agree to stay in the property.

The property manager wants to charge me a letting fee. Can they do this?

No, you cannot be charged a letting fee. You may be charged an application fee when you show an interest in a property. If you are offered the home, then this payment is usually put towards your first rent payment. If you do not get the property, they will give you your money back.

The property manager can only charge you two weeks rent, bond (maximum of four weeks rent) and a \$100 pet bond if you have a cat or dog at the start of the tenancy. However, after that initial payment any payment agreement can be made.

What does the property manager do with my bond money?

The property manager must deposit it with the Bond Administrator at Consumer Protection or put it in a trust account with a financial institution such as a bank and give you a receipt. If you do not get a receipt, ask your property manager.

I signed a fixed term agreement for 12 months. After six months the property manager said the owner wants to increase the rent by \$20 a fortnight. I can't afford this. What can I do?

If you have a fixed term agreement they cannot increase the rent unless the fixed term agreement has a clause in the agreement stating that the rent will increase. They can only increase the rent every six months.

What happens when I do not pay the rent on time?

You may be issued with a breach notice and you have to make sure you get the rent up to date within 14 days.

If you still do not pay your rent by the 14 days they will give you another breach notice to leave the property in seven days.

They may issue you with a Form 1B which is a seven day termination notice, then go on to get a court order. But if you pay everything you owe before the court hearing, the court hearing will not proceed.

Are they allowed to just evict me from my home?

No, you cannot be forced out without a court order. If they try and force you to leave the property call Consumer Protection on 1300 30 40 54 and make a complaint.

The owner is selling the property and wants to show possible buyers through my home. What are my rights?

The owner is allowed to enter the property to show possible buyers through under certain circumstances. It is better that you both come to an agreement about how this will happen. If you think the owner is being unreasonable, you have rights with regard to your privacy and quiet enjoyment. Call Consumer Protection for advice on 1300 30 40 54.

Can the property manager enter my home if I am not there and without my permission?

Yes, they may enter in an emergency, otherwise they must give you at least seven to 14 days notice in writing.

I have a fixed term agreement and I need to leave the house I rent and move somewhere else. Can I break the agreement?

You can break the agreement, but you may be liable for ongoing costs like rent and advertising until a new tenant is found or until the end date of your agreement.

I have a lease agreement with no specific end date (periodic agreement), how much notice do I have to give to leave the property? If the owner wants me to leave, how much notice must I be given?

If you wish to leave, you must give 21 days notice in writing. If the owner wants you to leave, the owner must give you 60 days notice on a Form 1C.

The owner of the property I am renting has sold the home. What does this mean for me?

If you have a periodic lease the owner must give you notice on a Form 1C. This should tell you the date you have to leave but it should not be less than 30 days after you receive the notice. If you are in a fixed term tenancy you may stay in the premises until the end of your agreement. You may be able to leave earlier if this is agreed to by both you and the owner.

Other useful publications:

- Renting a property in WA – a tenant's guide
- You and your property manager
- Boarders and lodgers

For any other questions about your tenancy, contact Consumer Protection.

Advice Line: 1300 30 40 54

Email: consumer@commerce.wa.gov.au

Website: www.commerce.wa.gov.au/tenancy

Regional Offices

Goldfields/Esperance	(08) 9026 3250
Great Southern	(08) 9842 8366
Kimberley	(08) 9169 2811
Mid-West	(08) 9964 5644
North-West	(08) 9185 0900
South-West	(08) 9722 2888