

**Sackley, Pip**

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**From:** Gray, Deb  
**Sent:** Thursday, 31 January 2013 9:24 AM  
**To:** Gray, Deb  
**Subject:** FW: [REDACTED]

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**From:** [REDACTED]  
**Sent:** Thursday, 19 July 2012 10:29 PM  
**To:** Perth Housing  
**Subject:** RE: [REDACTED]

Hi Caitlyn

Not a problem, fingers crossed that the midge/mozzie traps work enough for it to be bearable so we don't need to bother anyone else. If not, we will see how we go with DCO. Thanks for all help and empathy.

Have a nice weekend.

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**From:** [Perth.Housing@dha.gov.au](mailto:Perth.Housing@dha.gov.au)  
**To:** [REDACTED]  
**Subject:** RE: [REDACTED]  
**Date:** Thu, 19 Jul 2012 08:03:28 +0000

Good Afternoon [REDACTED]

As rent allowance isn't normally approved in Broome, we don't have a set ceiling for this locality. Once the special needs recognition was received by our office, the housing manager would determine an appropriate ceiling. How she would do this is by reviewing the median rental costs in Broome, then depending on recommendation from DCO would approve any necessary ceiling increases so that your family are housed in accordance with the special needs.

Please let me know should the above not make sense

Thank you

Kind Regards

**Caitlyn Hennessy** | Housing Consultant  
 Perth | Defence Housing Australia  
 Unit 43, Level 1, Fremantle Malls  
 27-35 William Street, Fremantle WA 6160  
 Tel: 139 342 | Fax: 02 6222 2219

[perthhousing@dha.gov.au](mailto:perthhousing@dha.gov.au) | [www.dha.gov.au](http://www.dha.gov.au)

**It is IMPORTANT that you notify DHA of any changes to your personal circumstances as this may effect your Housing Entitlement.**

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**From:** [REDACTED]  
**Sent:** Tuesday, 17 July 2012 9:06 PM  
**To:** Perth Housing; [REDACTED] Kessels, Kelly  
**Subject:** RE: [REDACTED]

Hi Caitlyn

Thanks very much for your prompt reply.

Could you please advise what the rent ceiling is for Broome so we can see if we could afford to move with rent assistance before we go to DCO. Otherwise and regrettably, we may have to seriously consider going MWD(U) for our daughters health, unfortunately it is something that we can deal with for the short term but not the next 2-3 years.

Again many thanks.

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From: [Perth.Housing@dha.gov.au](mailto:Perth.Housing@dha.gov.au)

To: [REDACTED]

Subject: RE: [REDACTED]

Date: Tue, 17 Jul 2012 08:42:27 +0000

Good Afternoon,

Thank you for your e-mail below, I really sympathise with you regarding the current situation that your family are facing.

Due to the locality of your families posting we are unable to offer you alternate options of housing with Service Residences. The reason behind this is that there is not a selection of housing in Broome to choose from and normally Service Residences are appointed to certain positions in our remote localities. Unfortunately at this stage I can confirm that there are no other Service Residences available that we could offer you.

The only other advice that we could offer you based on the information provided in your e-mail is to speak to the Defence Community Organisation (DCO) regarding your daughter developing an allergic reaction to midge/mozzies within your local area. DCO may assist with recognising your daughter with Special Needs which may require you to vacate your Service Residence into Rent Allowance. As you are suitably housed, this is the only advice that we can give you at this stage.

Please let me know should you have any queries

Thank you

Kind Regards

**Caitlyn Hennessy** | Housing Consultant

Perth | Defence Housing Australia

Unit 43, Level 1, Fremantle Malls

27-35 William Street, Fremantle WA 6160

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**It is IMPORTANT that you notify DHA of any changes to your personal circumstances as this may effect your Housing Entitlement.**

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From: [REDACTED]

Sent: Monday, 16 July 2012 1:54 PM

To: Perth Housing; [REDACTED] Kessels, Kelly

Subject: [REDACTED]

Good Afternoon

We are the Defence family living in the service residence at [REDACTED] I called DHA this morning to enquire about the midges/mozzies infestation we have at the house. Cheryl advised me to write my query in an email; as follows.

The estate and in particular the house we live in has a midge/mozzie infestation due to the Roebuck tidal flat directly behind our house. Since moving in, our 2 year old daughter has developed an allergic reaction to the constant bites she is getting and is now needing prescription cortisone cream. She does not sleep well at night because she is irritated by the constant bites that are getting infected and also leaving scars. We are having to keep her inside as much as possible but she consistently has around 50 bites. Being a stay at home mum with two young children we spend a lot of time at home but cannot go outside because the midges and mozzies are so thick. We were hoping that it may just be a problem in the wet season however, unfortunately the dry season has provided no relief.

This morning I called a local business who provides midge/mozzie traps. We are having two installed this week, hopefully this alleviates the problem enough that we do not need to take any further action. However, they did advise me that if the traps do not work then unfortunately there is nothing further that can be done.

I have also spoken to the City Council who has advised me that Roebuck Estate is by far the worst area in Broome for midges/mozzies and in particular our Crescent because of its location to the tidal flat. They confirmed that there are no plans for spraying as it is simply not effective. They suggested moving to the Cable Beach side of town as they are not nearly as prevalent on that side of town and we would certainly see a big improvement. Therefore, if the traps do not work we would like to enquire, are there any DHA houses available on that side of town that we may be able to move to? If not, are we eligible for rent assistance if we could afford to move to a private residence? We can provide a doctors certificate and any other supporting documentation if needed.

Thank you for your assistance, any advice you could provide is greatly appreciated.



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Defence Housing Australia will send you correspondence and documents by email if you request or if you use email to contact us. Email is not a secure form of communication and may transmit computer viruses.

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\$1500 p/F Ceiling. 6



# Total RA Housing Checklist

F-RA-114

MEMBER INFORMATION		ATM CASE:		RSA ID:	
Emp ID:	[REDACTED]	SVC#:	[REDACTED]	Rank:	[REDACTED]
Surname:		First Name:		Categorisation: <i>MWD</i>	
(m)	[REDACTED]	(w)	<i>1</i>	(h)	
Address:				UPRN:	
RA Type	<i>FRA</i>	RA Approval Reason		Ceiling Incr?	\$
Mbr sent to Toll	<input type="checkbox"/> Y <input type="checkbox"/> N	DA Only	<input type="checkbox"/> Y <input type="checkbox"/> N	RA WEF. <input type="checkbox"/> Delivery <input type="checkbox"/> Occ Date	<i>27/09/12</i>
Total Lease rent:	<i>\$1900.00</i>	MWD bdr ent:		Share#: <i>0</i>	Lease end date <i>28/09/13</i>
Advances <input type="checkbox"/> Bond \$	<input type="checkbox"/> RIA \$	<input type="checkbox"/> Utilities \$		RA Wkly Amt	\$

## COMMENCE RA PROCESS

*Check Workflow Queues Daily / Run Non-SR Demand Report Weekly to identify outstanding Housing req'ts*

- Created Case via Workflow and CLM into TMS (refer to next row too) *(Completed within 48 hrs of arrival from RSA)*
- Checked for other Cases (prior advance processed) & Vacancy Notification. *(Merge with existing case for Housing)*
- Taken ownership of the Housing Case in Workflow
- Contacted member - Discuss entitlement (RA/Advances) *(5 day KPI from rec't of HS notification)*
- RA Guide, Regional Fact sheet, Approval letter & paperwork sent to member *(Letter attached to CLM)*
- LIA Availability form sent to Service Provider
- Set Reminder to follow-up on RA paperwork *(7 days or day after arrival)*
- Advance requested  Prior to RA (case created) **Payment proof required by:** */ /*
- Advance sent for approval *(Provide file to delegate to approve asap)*
- Complete RA Calculator, copy to TC  Update Tenancy Checklist & save
- Sent RA 'Commence' letter to member
- Access pay transaction via Workflow Summary screen *(Send for approval in Workflow & provide file to approver)*
- Updating FHS in CLM *(Complete Property Search enter Occ. Date)*

## VARY RA PROCESS Use pencil for ticking the Vary process steps, to enable you to reuse them for subsequent varies

Vary Reason & WEF Date:		Vary Reason & WEF Date:	
Vary Reason & WEF Date:		Vary Reason & WEF Date:	
Vary Reason & WEF Date:		Vary Reason & WEF Date:	
Vary Reason & WEF Date:		Vary Reason & WEF Date:	

- Reminder triggers follow up on paperwork *(allow 7 days after each contact)* */ /*
- All completed docs received *(Store in CLM or in file - Ensure date stamped)* */ /*
- Complete RA Calculator, copy to TC  Update Tenancy Checklist & save
- Access pay transaction via Workflow Summary screen *(Send for approval in Workflow & provide file to approver)*
- Sent RA 'Vary' letter to member

## CEASE PROCESS

*Check for Vacancy Notifications, run Expected Future Vacates Report & check FRR Filters DAILY*

- Send 'Cease form' & letter *(Cease Letter Required Filter - Cease letter found on Correspondence screen in TMS)*
- Follow up cease paperwork with member *(Reminder Required Filter - 14 days before vacation)*
- Follow up cease paperwork with member *(Reminder Required Filter - 7 days before vacation)*
- Bring the cease paperwork to the attention of the DRHM *(Reminder Required Filter - 7 days after vacation)*
- Received Cease form
- Received Final Rent Receipt *(Enter this date rec'd onto the TC)* */ /*
- Access pay transaction via Workflow Summary screen *(Send for approval in Workflow & provide file to approver)*





## TENANT TRUST LEDGER REPORT

Reported Period(s): Complete History

1 records selected - All Tenants  
For All Managers

Tenant Account Date	Ref.	Paid	Op	Acct.	Description	Rent	Amt. Due	Due To	Paid From	To	Inhand	Amount excl	
BRANDON [REDACTED]													
12/09/12	00244705	4750.00	MR	101	Rent	950.00	W1	0.00	02/10/12	25/09/12	02/10/12	0.00	950.00
				N/A	Residential Bond Includes 0.00 GST								3800.00
					Direct Deposit. - 12/09/12								
12/09/12	00244706	950.00	MR	101	Rent	950.00	W1	0.00	09/10/12	02/10/12	09/10/12	0.00	950.00
					Direct Deposit. - 12/09/12								
19/09/12		-3800.00	CS	BondD	Bond Disbursed BARRG29								
19/09/12		3800.00	CS	BondC	Cancelled; Bond Disbursed BARRG29								
19/09/12		-3800.00	CS	BondD	Bond Disbursed BARRG29								
19/09/12		3800.00	CS	BondC	Cancelled; Bond Disbursed BARRG29								
19/09/12		-3800.00	CS	BondD	Bond Disbursed BARRG29								
Total Rent												1900.00	



# Notification of housing change

1. Are you relocating at Department of Defence expense? Yes  No  Go to PART A Question 3 below.

2. Are you relocating to Australia from overseas? Yes  Please complete all relevant details below.  
No  Don't use this form. You will need to contact Toll Transitions.

## PART A - Personal details

3. Employee ID number

4. Service number

5. Title/Rank

6. Full name  
Family name  Given name(s)

7. Service  
Navy  Other    
Army   
Air Force  Foreign Defence Exchange personnel  Country   
Reserve

8. Date of birth

9. Gender Male  Female

10. Address details  
Current residential address  
  
Broome  
State WA Postcode 6725

Postal address (if different from above)  
  
Broome  
State WA Postcode 6725

Work address  
Position/Job title   
Unit   
Base Norforce  
Unit location PO Box 611  
Street address Broome WA 6725

Contact details  
Telephone number Home ( )  Work   
Mobile   
Fax number Home ( )  Work ( )   
Email Home   
Work



11. Date of entry/enlistment

[Redacted]

12. Have you previously served in the ADF or as a Lateral Recruit?

No

Yes  Dates of previous service

[Redacted] / [Redacted] / [Redacted] to [Redacted] / [Redacted] / [Redacted]

13. Your categorisation for housing (Select ONE only)

**MWD Member with Dependants**  
i.e. a Defence member who maintains a home for dependants and who occupies the home with at least one dependant.

Date MWD categorisation recognised by ADF

[Redacted] / [Redacted] / [Redacted]

Place  
[Redacted]

**MWD(U) Member with Dependants (unaccompanied)**  
i.e. a Defence member who maintains a home for dependants and who is separated from them for service recognised reasons.

Address where your spouse and/or dependants live/reside

[Redacted]  
[Redacted]  
State [Redacted] Postcode [Redacted]

Go to Question 16

**Note:** A categorisation form or minute from your gaining unit is required.

**MWOD Member without Dependants**

i.e. a Defence member who is not MWD or a MWD(U).

Go to Question 16

14. Details of your spouse or partner (MWD only)

Family name [Redacted]

Given name(s) [Redacted]

ADF or Australian Public Service (APS) member

No

Yes  Employee ID/AGS number

[Redacted]

Navy  Army  Air Force  Reserve

APS

Current rank/grade

EL1

**Note:** If you both serve in the ADF, the more senior ranking member must complete this form.

15. Do you have any dependants who will accompany you on this relocation?

No  Go to Question 16

Yes  Please provide their details below (if there are more than six dependants please provide details on a separate sheet).

(MWD only)

Dependant 1

Family name  Date of birth

Given name(s)  Male  Female

Relationship to you (e.g. son, daughter)

What type of school does this dependant attend?  
Does not attend school   
Infants/primary   
Secondary   
Tertiary

Dependant 2

Family name  Date of birth

Given name(s)  Male  Female

Relationship to you (e.g. son, daughter)

What type of school does this dependant attend?  
Does not attend school   
Infants/primary   
Secondary   
Tertiary

Dependant 3

Family name  Date of birth

Given name(s)  Male  Female

Relationship to you (e.g. son, daughter)

What type of school does this dependant attend?  
Does not attend school   
Infants/primary   
Secondary   
Tertiary

Dependant 4

Family name  Date of birth

Given name(s)  Male  Female

Relationship to you (e.g. son, daughter)

What type of school does this dependant attend?  
Does not attend school   
Infants/primary   
Secondary   
Tertiary

Dependant 5

Family name  Date of birth

Given name(s)  Male  Female

Relationship to you (e.g. son, daughter)

What type of school does this dependant attend?  
Does not attend school   
Infants/primary   
Secondary   
Tertiary

Dependant 6

Family name  Date of birth

Given name(s)  Male  Female

Relationship to you (e.g. son, daughter)

What type of school does this dependant attend?  
Does not attend school   
Infants/primary   
Secondary   
Tertiary

**PART B - Housing considerations**

16. Has there been a change in your personal circumstances?

No   
 Yes

Please attach supporting documentation as advised by your local HMC.

- Marriage/De facto/Interdependent recognition
- Recognition of special needs
- Exchange of Service Residence
- Own means to Service Residence/Live in Accommodation
- Change in dependant status
- Rent Allowance approval
- Other

17. What is your current housing arrangement?

- Live in Accommodation
- Service Residence
- Own Home
- Rent Allowance
- Other

▶ A contract of sale is required to live in subsidised housing

▶ You will also need to complete a *Cease Rent Allowance form*

18. When will you be moving out of your current housing arrangement?

19. What is the required date for housing?

20. What type of permanent housing do you require?

DHA aims to provide you with a housing solution that takes into account your Defence entitlement, your family composition and, where possible, your preferences. However, the solution is dependent on available options.

- MWD Service Residence
- Rent Allowance
- MWOD Live in Accommodation
- MWOD(U) Rent Allowance
- I will be occupying Own Home
- Other

▶ Go to Question 23

21. Are you planning on living outside your posting locality?

No   
 Yes

▶ You need your Commanding Officer's/Officer Commanding's (CO/OC) permission, an approval minute or other approval documentation to process your application.

22. Do you have any pets?

No   
 Yes

Type of pet (e.g. cat, dog)	Sex	Desexed		Age	Breed and size (small, medium, large)
		Yes	No		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



23. Do you, or any member of your dependent family, own or part own, a residential property in this posting locality?

No   
 Yes

**Note:** You may not have an entitlement to subsidised housing assistance if you own a residential property in your posting locality. Contact your local HMC for more information.

(If there is more than one property please provide details on a separate sheet).

Address of the residential property  
 Number of bedrooms

State	Postcode

Do you intend to live at this residential address in this posting locality?

No  Reason

Yes  Date of intended occupancy

Is this residential property currently tenanted?

No

Yes  Date lease expires

Is there a release clause?

No

Yes

### PART C - Other considerations

24. Are you recognised as a family with special needs?

(Refer to PACMAN Chapter 8)  
 (MWD only)

No

Yes  Please state your special needs requirements for housing


Give a brief summary and attach a copy of your Recognition, Family with Special Needs Letter, as approved by the Defence Community Organisation (DCO).

25. Do you have any other circumstances or personal preferences (not already included in this application) that you believe should be taken into account regarding your housing?

This could include specific job requirements, which will help to determine your housing requirements, and may require Department of Defence approval.

No

Yes  Please describe


**PART D - Rent Allowance**

26. Are you applying for Rent Allowance? No  Go to PART E – Declaration  
 Yes

27. Do you have your CO/OC's permission to live off base? No  Do not proceed until approval is confirmed  
 Yes  Was/is any Live in Accommodation held in your name?  
 No   
 Yes  Date Live In Accommodation handed back   
 Comments

28. Reason you are applying for Rent Allowance  
 Note: If you are contracted to the Department of Defence on continuous full-time service (CFTS) you will need to provide your contract/signal or minute from your unit CO/OC.

Live in Accommodation not available   
 Suitable Service Residence not available   
 SGT (E) to WO or MAJ (E) or higher rank   
 Five years aggregate continuous full-time service (CFTS) completed  
 Note: Your date(s) of enlistment must be completed at Question(s) 10 and 11   
 Only levels 1, 2 or 3 Live in Accommodation are available   
 Other circumstances – please give details

29. Do you currently receive Rent Allowance? No  service residence.  
 Yes  Address of the property where you currently receive Rent Allowance  
 Note: A final rent receipt is required.

State  Postcode   
 Date final rent paid to   
 Are you sharing this property? No  Yes  The remaining occupants on Rent Allowance must contact DHA.

30. Will you be occupying a commercial boarding house? No   
 Yes   
 Note: Boarding in a private home does not constitute boarding for the purpose of calculating Rent Allowance.

31. Address of the rental property or commercial boarding house you will occupy  
  
 State  Postcode  Number of bedrooms

32. What is the term of the lease? From   
 to   
 Date you occupied, or will occupy the property

33. Is there a standard tenancy release clause included in your lease? No  State the reason why  
 Yes

34. What is the total rent for the property?

If you are sharing the property with someone else please put the total amount for the property, not the amount that you individually pay.

If occupying a commercial boarding house please put the amount you will pay.

\$ 950-00  Per week  Per fortnight  Per month

35. Are you the sole occupant of the property for which you are applying for Rent Allowance?

Yes   
No

**Details of the people with whom you share the property**  
(If you are occupying a commercial boarding house go to Question 37)

**Note:** MWD – do not include dependants. All other occupants of the premises, including civilians, children, ADF members or house sitters will normally be regarded as sharing the premises unless they have a more permanent residence in another locality and are no more than visitors or temporary co-residents (refer to PACMAN Chapter 7).

Service number/ Employee ID (if applicable)	Rank or title (if applicable)	Name	Rent contribution
			\$
			\$
			\$
			\$
			\$

36. Do you wish to elect the two bedroom ceiling appropriate to your rank?  
(MWD only)

No   
Yes

**Note:** If your rent is low, you may benefit from this option. Members choosing the two bedroom ceiling will not be eligible for ceiling increases, and this election applies for the term of the lease. For more information about this option contact DHA.

37. Will you be claiming furniture rental?  
(MWOD and MWD(U) only)

No   
Yes

Furniture rental per week \$

**Note:** This is a separate claim. Furniture rental such as white goods, beds, dining suite etc. will be calculated as part of your rent, limited to your ceiling. A furniture rental contract and a receipt are required. For more information about this option contact DHA.



# Application for bond, rent and utility connection deposit in advance

## Optional

38. Do you wish to apply for an advance payment for bond, rent or utility allowance?

No   
Yes

Bond \$

Rent \$  Limited to the lesser of four weeks rent or ceiling

Utility connection deposit \$

**Note:** Proof of payment must be provided to your local HMC within 14 days of receipt of advance(s) requested.

I understand that any advances specified above must be repaid to the Commonwealth.

Advances will be recovered through fortnightly instalments directly from my pay over the term of the lease or a maximum of 26 fortnights whichever is the lesser period.

Please select your preferred option: Term of lease (if less than 26 fortnights)   
26 fortnights

I understand that when ceasing Rent Allowance earlier than 26 fortnights, any monies still owed to the Department of Defence from an advance as outlined above, must be repaid in full immediately upon return of the bond.

Member's signature



Date

/ /

If you have any questions relating to repayment of your advance(s), contact 1800 Defence (1800 333 362).

## 39. Statement

Please confirm your understanding of Rent Allowance requirements by reading and ticking each box.

If unsure please ask your DHA consultant.



### IMPORTANT:

I understand that I must provide DHA with the following supporting documentation in respect to this application:

- Copy of the signed lease (residence/furniture)
- The initial receipt, detailing:
  - name of the owner/agent to whom the rental payments are made
  - amount of the rental and the period of payment (must include period of any rent in advance)
  - date of payment
  - the address of the premises
- Bond and utility receipt (if applied for bond or utilities advance)



I understand that my Rent Allowance will not be processed if I fail to provide the documentation within 14 working days of the submission of my application.



I undertake to advise DHA and my Commanding Officer/Officer Commanding in writing of any changes to the details provided in this form within 10 days of the change.



I understand that my Rent Allowance may be audited one or more times in a posting cycle, and that I must respond within 14 days or my Rent Allowance will be suspended.



I have received/sighted a copy of the Guide to Rent Allowance.



I undertake to provide DHA with a Cease Rent Allowance form and final rent receipt (detailing the date final rent was paid to) to enable the cessation of my Rent Allowance when vacating.

Member's signature



Date

19 10 9 12

**PART E - Declaration**

**40. Declaration by member**

**Please confirm your understanding by reading and ticking each box.**

If unsure please ask your DHA consultant.

- I understand that DHA will collect, store and use or disclose information contained in this form for the purposes set out on the first page.
- I acknowledge that it is DHA's usual practice to give some or all of my personal information (including relocation details) to the agencies and organisations identified on the first page.
- The information I have provided in this form is true and accurate. I am aware that the giving of false or misleading information, documents or statements to the DHA is a serious offence under the *Commonwealth's Criminal Code 1995* and the *Defence Force Discipline Act 1982* and that this legislation imposes substantial penalties, including imprisonment, for committing these offences. Any entitlement provided to me as a result of such conduct may be recovered.
- I acknowledge that I need approval to live outside the posting locality -- this approval from the CO/OC needs to be provided to DHA.

Member's signature



Date

19 10 91 12



**first national**  
REAL ESTATE

Broome

Napier Terrace, (PO Box 1130),  
Broome 6725

Tel: (08) 9192 2000

Fax: (08) 9192 2072

**TRUST ACCOUNT RECEIPT**

RECEIVED WITH THANKS  
For and on behalf of  
Broome Real Estate Pty. Ltd. A.B.N. 55 008 933 060  
trading as First National Real Estate Broome - Trust Account

# standard residential property lease



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## STANDARD RESIDENTIAL PROPERTY LEASE SCHEDULE

1. DATE OF SIGNING THE LEASE:

day of  20

2. ADDRESS OF THE PREMISES:

29 Barrgana Road  
CABLE BEACH WA 6726

3. NAME AND ADDRESS OF THE OWNER:

Owners Name:   
Owner's Address: c/- First National Real Estate Broome, PO Box 1130, Broome WA 6725

4. NAME AND ADDRESS OF THE OWNER'S AGENT:

FIRST NATIONAL REAL ESTATE BROOME. Licensee: Broome Real Estate Pty Ltd ACN 008 933 060  
P O Box 1130 (11 Napier Terrace), Broome WA 6725  
Phone: 08 9192 2000 Fax: 08 9192 2072 Email: info@broomerealestate.com.au Web: www.broomerealestate.com.au

5. NAME AND ADDRESS OF THE TENANT:

c/- Broome Post Office  
BROOME WA 6725

6. NUMBER OF PERSONS ALLOWED TO OCCUPY THE PREMISES:

ADULTS  CHILDREN

7. NUMBER AND TYPE OF PETS ALLOWED TO BE KEPT AT THE PREMISES

Type of Pet  Breed  Number   
Type of Pet  Breed  Number

8. PERIOD OF THE LEASE:

**NOTE: A or B must be deleted.**

**A. FIXED TERM**  
For a term of   
commencing on  /  /  and expiring on  /  /

**B. PERIODIC**  
commencing on  /  /

9. RENT

Weekly  Fortnightly  Calendar Monthly  
\$  per   
(\$ ) amount in words  ("the Rent")  
payable one period in advance on the  day of each and every   
with the first payment to be made on or before the  day of  20

INITIAL  
HERE  
↓

initials

# standard residential property lease



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10. TENANT'S SECURITY BOND: \$ 3800.00

11. PET BOND \$

12. The premises are being let Unfurnished / ~~Furnished~~ / ~~Partly Furnished~~\*  
\* In the event the property is furnished an Inventory may be provided at the time of occupation.

13. SPECIAL CONDITIONS

As set out here or as described in the attached annexure " A" - Special Conditions "

[Empty box for special conditions]

14. IF THE TENANCY IS FOR A FIXED PERIOD AND THE TENANCY REVERTS TO A PERIODIC TENANCY, THEN THE PERIODIC RENT UPON EXPIRY OF THE FIXED TERM WILL BE \$ Best Market Value

Executed by the Tenant (if a corporation, the Tenant executes this document pursuant to its constitution and the Corporations Act)

### Tenant's Signature

	Witness	Date
[Redacted Signature]	[Redacted Signature]	12/9/12
[Redacted Signature]	[Redacted Signature]	12/9/12
[Redacted Signature]	[Redacted Signature]	/ /
[Redacted Signature]	[Redacted Signature]	/ /

CORPORATION:

[Redacted Name]	[Redacted ACN/ABN]
Name of Corporation	ACN / ABN
[Redacted Director]	[Redacted Director/Secretary]
Director	Director/Secretary

Executed by the Owner (if a corporation, the Owner executes this document pursuant to its constitution and the Corporations Act)

### Owner / Owner's Agent Signature

	Witness	Date
[Redacted Signature]	[Redacted Signature]	18/9/12
[Redacted Signature]	[Redacted Signature]	/ /

CORPORATION:

[Redacted Name]	[Redacted ACN/ABN]
Name of Corporation	ACN / ABN
[Redacted Director]	[Redacted Director/Secretary]
Director	Director/Secretary

A true copy of:

- (1) The Lease and any attached annexures,
  - (2) Information for Tenants,
  - (3) Relevant By-Laws pertaining to the strata complex, and
  - (4) [Redacted]
- have been received by the Tenant -

[Redacted Signature]	Date	12/9/12	[Redacted Signature]	Date	
[Redacted Signature]	Date	12/9/12	[Redacted Signature]	Date	

(Signed by Tenants)

[Redacted Initials] Initials

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### STANDARD RESIDENTIAL PROPERTY LEASE

THIS LEASE is made on the date referred to in item 1 BETWEEN the persons described in item 3 as the Owner ("the Owner") which includes their successors and assigns of the one part and the persons described in item 5 as the Tenant ("the Tenant") which includes their successors and assigns of the other part.

#### OPERATIVE PART

- Premises**
  - 1. **LEASE**
  - 1.1 The Owner leases to the Tenant and the Tenant accepts the lease of the premises situate at the address referred to in item 2 ("the Premises") for use as a PRIVATE DWELLING to be occupied by not more than the number of persons referred to in item 6 upon the terms and conditions set out in the this Lease.
- Rental amount**
  - 1.2 The RENT is the amount referred to in item 9, payable one period in advance in the manner and on the dates referred to in item 9 without any deductions or legal or equitable set-offs except for the first two weeks rent when that amount shall be payable in advance.
- Period**
  - 1.3 The period of the Lease is the period referred to in Item 8.
- Possession**
  - 1.4 The Tenant is given possession of the Premises on the date stated in this Lease or the date the current occupant of the Premises vacates the Premises, whichever is the later. Sections 40 and 41 of the Act do not apply to this Lease.
- Rent**
  - 2. **THE TENANT'S OBLIGATIONS**
  - 2.1 The Tenant agrees to pay the Rent punctually, on the dates for payment.
  - 2.2 The Tenant shall not fail or refuse to pay any rent due under this Lease with the intention that the amount of such rent may be recovered by the Owner from the security bond. (This is an offence in accordance with Section 52 of the Act and is subject to a maximum penalty of \$1,000.00).
- Dishonoured Cheques**
  - 2.3 If a cheque paid by the Tenant for the purposes of Rent or other monies is dishonoured or must be presented again, then the Tenant agrees to reimburse on demand the Owner's costs, charges, and expenses associated with the dishonoured or returned unpaid cheque.
  - 2.4 If a cheque is dishonoured or must be presented again, then the Owner may refuse to accept cheques as a method of payment.
  - 2.5 The Tenant shall reimburse the Owner for all water consumed applicable to the Premises together with any disbursement charges incurred by the Owner for issuing each account or reading.
  - 2.6 At the expiration of the tenancy, the Tenant will request the Agent to obtain from the Water Corporation a special reading of the water meter. The Tenant agrees that the cost of the reading will be borne by the Tenant.
- Security Bond**
  - 2.7 The Tenant shall deposit with the Agent a security bond of the amount referred to in item 10 to secure the Tenant's compliance with this Lease and as security to compensate the Owner for any breach or default by the Tenant in respect of this Lease including but not limited to, any charges for electricity, gas, oil, water consumption and costs of repairs to the Premises or the chattels arising out of damage or neglect by the Tenant, the Tenant's visitors, or people associated with the Tenant or for any other monies owing by the Tenant to the Owner.
- Pets**
  - 2.8 The Tenant shall not keep any animal or bird or fish in or about the Premises without the prior written permission of the Owner.
  - 2.9 The Tenant shall not keep restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002- Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the Owner.

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# standard residential property lease



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<b>Pet Security Bond</b>	2.10	If the Owner permits the Tenant to keep pets at the Premises as specified in item 7, or as agreed after the commencement of the Lease then the Tenant shall deposit with the Agent a Pet Security Bond of the amount referred to in item 11. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the Premises.
<b>Smoking</b>	2.11	Unless otherwise agreed, smoking is not permitted inside the residential buildings of the Premises.
<b>Property Condition Report</b>	2.12	The Owner may prepare and provide to the Tenant a Property Condition Report that describes the condition of the Premises and any Inventory at the commencement of the Lease. Item 12 states whether the Premises are let furnished or unfurnished.
	2.13	The Tenant agrees to return to the Owner (noting any variations) a signed copy of the Property Condition Report and Inventory within seven (7) days after receipt of the Property Condition Report. Failure to do so will deem the Property Condition Report forwarded to the Tenant to be the only evidence of the Premises condition at the time that the Tenant took possession of the Premises.
	2.14	The Property Condition Report and/or Inventory when signed by the parties and returned to the Owner shall be conclusive evidence of the accuracy of the description of the Premises and its contents for this Lease and any extension, renewal or continuation of this Lease.
<b>Services</b>	2.15	The Tenant agrees to notify Western Power and Alinta Gas (if applicable) of their occupation of the Premises, and agrees to pay all charges for electricity and gas including those charges levied for common areas by the Strata Company (if applicable), and communal hot water and water consumed on a pro-rata basis together with any disbursement charges for the issuing of each account and reading.
<b>Telephone</b>	2.16	The Owner makes no representations about the availability of telephone lines or internet lines or services to the Premises. The Tenant must make their own enquiries. The Tenant is allowed to put in cabling and lines provided no damage is done to the Premises in installing or removing them and the Tenant pays all costs. Any cabling or lines left at the end of the tenancy with the Owner's consent, becomes the property of the Owner. If the Owner requests the cabling or lines to be removed, the Tenant must remove them and make good any damage caused by the removal.
<b>Strata Company</b>	2.17	The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Owner, Strata Company or Strata Council.
<b>Tenant to keep the premises clean</b>	2.18	The Tenant shall keep the Premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.
	2.19	The Tenant is responsible for the eradication of insect and vermin infestations caused by the Tenant's activities or lack of cleanliness.
<b>Maintenance-Chattels</b>	2.20	The Tenant agrees to keep all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and Inventory in the same condition as they were in at the commencement of this Lease and in accordance with the Property Condition Report (fair wear and tear excepted).
<b>Maintenance- Good Working Order</b>	2.21	The Tenant agrees to keep all sanitary, electrical, gas and water apparatus, including reticulation fittings, electrical and gas installations, extraction fans/grills and electrical fuses in good working order (fair wear and tear excepted) and will keep, to the extent practicable, the smoke alarm(s) and Residual Current Devices in working order.
	2.22	Any maintenance or repairs to the items referred to in clause 2.21 must be referred to the Owner for approval as set out in clause 2.27

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