

FORM 1AA
RESIDENTIAL TENANCY AGREEMENT
RESIDENTIAL TENANCIES ACT 1987 (WA)
 Section 27A

PART A**This agreement is made between:**

LESSOR [name of lessor(s)] _____

[lessor(s) contact details] ADDRESS: _____

TELEPHONE: _____ (optional) EMAIL: _____ (optional)

and

Tenant [name of tenant one] Defence Housing Australia ABN 72 968 504 934[tenant contact details] ADDRESS: Level 2, 1 Swan Street. North Fremantle WA 6159TELEPHONE: 139 342 EMAIL: Leasing@dha.gov.au~~Tenant [name of tenant two] _____~~~~[tenant contact details] ADDRESS: _____~~~~TELEPHONE: _____ EMAIL: _____~~**Lessor's property manager**_____
[name of lessor's property manager (if any) and contact details]**Giving of notices and information by electronic means**Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the *Electronic Transactions Act 2011*.

Lessor

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

Tenant one

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

~~Tenant two~~~~Email: Yes No Facsimile: Yes No~~ ~~[insert email address or facsimile number if different from contact details above]~~~~Lessor's property manager~~~~Email: Yes No Facsimile: Yes No~~ ~~[insert email address or facsimile number if different from contact details above]~~

TERM OF AGREEMENT

(* delete as appropriate)

* This residential tenancy agreement is **periodic** - starting on ____/____/____.* This residential tenancy agreement is **fixed** - starting on ____/____/____ and ending on ____/____/____.

Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.

RESIDENTIAL PREMISES

The residential premises are [insert address] _____ and include/exclude*(* delete as appropriate):

[include any additional matters, such as a parking space or furniture provided, or any exclusions, such as sheds]

MAXIMUM NUMBER OF OCCUPANTS

No more than [insert number] _____ persons may ordinarily live at the premises at any one time.

RENT

(* delete as appropriate)

The rent is [insert amount] \$ _____ per week/~~calculated by reference to tenants income~~

[insert calculation] _____

Payable Monthly* in advance starting on: ____/____/____.

The method by which the rent must be paid is: (* delete as appropriate)

(a) ~~by cash or cheque*~~; or

(b) ~~into the following account or any other account nominated by the lessor*~~:

BSB: _____ Account number: _____ Account name: _____ Payment reference: _____

or

(c) as follows*: _____ in accordance with clause 4.2 and clause 4.3 of the Additional Terms in Annexure A

SECURITY BOND

A security bond of [insert amount] \$ _____ and a pet bond of [insert amount] \$ _____ must be paid by the tenant on signing this agreement.

Note: ~~Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.~~

Without limiting the landlord or tenants' rights under the General Agreement, the rent review will be in

RENT INCREASE accordance with clause 5 Rent Review in the additional terms.

In the case of a periodic tenancy (see "TERM OF AGREEMENT") any rent increase will be no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

Note: *If rent is calculated by reference to income, the requirement to provide a notice of rent increase only applies if the method of calculating the rent is changed.*

In the case of a fixed-term tenancy (see "TERM OF AGREEMENT") the rent increase will be [insert maximum increase or method of calculating increase, e.g. CPI or percentage] _____ and take effect no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

Note: *For fixed-term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.*

WATER SERVICES

Is scheme water connected to the premises? Yes No

Note: *If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.*

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay [insert number] _____ % of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises? Yes No

ELECTRICITY, GAS AND OTHER UTILITIES

Indicate for the utilities below whether or not the premises are separately metered:

Electricity Yes No **Gas** Yes No **Water** Yes No

Other [please specify]: _____ Yes No

Where the premises are **separately** metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

Where the premises are **not separately** metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:

- Electricity: [insert method of calculation] _____
- Gas: [insert method of calculation] _____
- Water: [insert method of calculation] _____
- Other [please specify]: _____ [insert method of calculation] _____

STRATA BY-LAWS

Strata by-laws ARE/ARE NOT* (*delete as appropriate) applicable to the residential premises. A copy of the by-laws are attached:
Yes No

PETS

The pets listed may be kept at the premises: The type and number of pets allowed by local council and strata by-laws (if relevant)

RIGHT OF TENANT TO ASSIGN OR SUB-LET

(* delete as appropriate)

* The tenant may assign the tenant's interest under this agreement or sub-let the premises.

~~* The tenant may not assign the tenant's interest under this agreement or sub-let the premises.~~

~~* The tenant may assign the tenant's interest under this agreement or sub-let the premises only with the written consent of the lessor.~~

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES

(* delete as appropriate)

~~* The tenant must not affix any fixture or make any renovation, alteration or addition to the premises.~~

* The tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the lessor's written permission.

PROPERTY CONDITION REPORTS

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.

PART B

STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS

The *Residential Tenancies Act 1987* and the Residential Tenancies Regulations 1989 apply to this agreement. Both the lessor and the tenant must comply with these laws. Some of the rights and obligations in that legislation are outlined below.

RIGHT TO OCCUPY THE PREMISES

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

COPY OF AGREEMENT

2. The lessor or the property manager must give the tenant:
 - 2.1 a copy of this agreement when this agreement is signed by the tenant; and
 - 2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

RENT

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
5. The lessor or property manager must not:
 - 5.1 require the tenant to pay more than 2 weeks rent in advance; or
 - 5.2 require the tenant to pay rent by post-dated cheque; or
 - 5.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
 - 5.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.
6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

PUBLIC UTILITY SERVICES

10. **Public utility services** have the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify:
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

14. If the premises are not separately metered, the notice of the charge must specify:
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

15. The lessor must:
 - 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
 - 15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

18. The tenant must:
 - 18.1 use the premises as a place of residence; and
 - 18.2 not use or allow the premises to be used for any illegal purpose; and
 - 18.3 not cause or permit a nuisance; and
 - 18.4 not intentionally or negligently cause or permit damage to the residential premises; and
 - 18.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
 - 18.6 keep the premises in a reasonable state of cleanliness; and
 - 18.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
 - 18.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

20. In this clause, **premises** includes fixtures and chattels provided with the premises but does not include:
 - 20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
 - 20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
21. The lessor must:
 - 21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
 - 21.2 maintain and repair the premises in a timely manner; and
 - 21.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs.
Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
 - 23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and

- 23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
- 23.3 if, within 24 hours (in the case of repairs for the supply or restoration of essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
- 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

LESSOR'S ACCESS TO THE PREMISES

- 24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
 - 24.1 in any case of emergency;
 - 24.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days', written notice;
 - 24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
 - 24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
 - 24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry;
 - 24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
 - 24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
 - 24.8 if the tenant agrees at, or immediately before, the time of entry;
 - 24.9 in accordance with the *Residential Tenancies Act 1987* section 46(6A) and (6B).
- 25. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

- 26. **Reasonable time** means:
 - 26.1 between 8.00 am and 6.00 pm on a weekday; or
 - 26.2 between 9.00 am and 5.00 pm on a Saturday; or
 - 26.3 at any other time agreed between the lessor and each tenant.

REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR

- 27. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

- 28. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00pm.

TENANT ENTITLED TO BE PRESENT

- 29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

- 30. The lessor or property manager exercising a right of entry:
 - 30.1 must do so in a reasonable manner; and
 - 30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

ALTERATIONS AND ADDITIONS TO THE PREMISES

32. If the tenancy agreement allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:
- 32.1 the tenant must obtain permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
 - 32.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and
 - 32.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
 - 32.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.
33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
 - 33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.
- 33A. For the purposes of the *Residential Tenancies Act 1987* section 47(4), the tenant may make the following prescribed alterations:
- 33A.1 the renovation, alteration or addition of any of the following —
 - security alarms and cameras;
 - locks, screens and shutters on windows;
 - security screens on doors;
 - exterior lights;
 - locks on gates;
 - 33A.2 the pruning of shrubs and trees to improve visibility around the residential premises.
- 33B. Under the *Residential Tenancies Act 1987* section 47(5):
- 33B.1 the cost of making the prescribed alterations must be borne by the tenant; and
 - 33B.2 the tenant must give written notice to the lessor of the tenant's intention to make the prescribed alterations; and
 - 33B.3 work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the lessor within 14 days of the alterations being completed; and
 - 33B.4 the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws; and
 - 33B.5 the tenant must restore the premises to their original condition at the end of the residential tenancy agreement if the lessor requires the tenant to do so and, where restoration work has been undertaken by a tradesperson, must provide to the lessor a copy of that tradesperson's invoice within 14 days of that work having been performed.

LOCKS AND SECURITY DEVICES

34. The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
 - 34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other or except in accordance with clause 34.4; and
 - 34.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 34.2; and
 - 34.4 a tenant may alter or add any lock or other means of securing the residential premises in accordance the *Residential Tenancies Act 1987* section 45(2)(a), and the tenant and lessor must comply with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other means of securing the residential premises.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:
- 35.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and
 - 35.2 the lessor must not unreasonably withhold such consent; and

- 35.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

CONTRACTING OUT

36. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 38.1 remove all the tenant's goods from the residential premises; and
 - 38.2 leave the residential premises as closely as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy; and
 - 38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED-TERM AGREEMENT

40. If this agreement is a fixed-term agreement it may be ended:
- 40.1 by agreement in writing between the lessor and the tenant; or
 - 40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

ENDING A PERIODIC AGREEMENT

41. If this agreement is a periodic agreement it may be ended:
- 41.1 by agreement in writing between the lessor and the tenant; or
 - 41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days' notice and the tenant must give at least 21 days' notice.

ENDING A TENANT'S INTEREST IN A RESIDENTIAL TENANCY AGREEMENT BECAUSE OF FAMILY VIOLENCE

- 41A. A tenant's interest in a residential tenancy agreement may be ended:
- 41A.1 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(ba) if the tenant or a dependant of the tenant is, during the tenancy period, likely to be subjected or exposed to family violence; or
 - 41A.2 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(bb) if the tenant receives a copy of a notice of a termination referred to in paragraph 41A.1 from another tenant; or
 - 41A.3 by a court under the *Residential Tenancies Act 1987* section 60(1)(bc) if a family violence order is in force against a tenant to protect another tenant or if the court is satisfied that the tenant has committed family violence against another tenant or their dependant during the tenancy period.

OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection
44. **Warning:**
- 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
 - 44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that if the lessor or the property manager applies to the Bond Administrator for all or part of the security

bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.

47. The Bond Administrator can only release the security bond when it receives either:
 - 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
 - 47.2 an order of the court.
48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:
 - 50.1 the person is a named tenant on the residential tenancy agreement; and
 - 50.2 the residential tenancy agreement has been terminated; and
 - 50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

NOTICES

- 51A. A notice under this agreement must be given:
 - 51A.1 in the prescribed form; or
 - 51A.2 if there is no prescribed form but there is an approved form — in the approved form; or
 - 51A.3 if there is no prescribed form or approved form — in writing.
- 51B. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.
- 51C. A notice under this agreement may be given to a person:
 - 51C.1 by giving it to the person directly; or
 - 51C.2 if an address for service for the person is given in the agreement — by posting it to the address for service; or
 - 51C.3 if the person has agreed under Part A to the electronic service of notices — by sending the notice to the email address or facsimile number given in Part A.
- 51D. A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the agreement.

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY

52. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Mines, Industry Regulation and Safety may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
53. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Mines, Industry Regulation and Safety. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

54. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
 - 54.1 restraining any action in breach of the agreement; and
 - 54.2 requiring a party to the agreement to perform a certain action under the agreement; and
 - 54.3 order the payment of any amount owing under the agreement; and
 - 54.4 order the payment of compensation for loss or injury.

PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and
- (d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*. HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

ADDITIONAL TERMS:

See Annexure A – Additional Terms.

ANNEXURE A – ADDITIONAL TERMS

1. ACKNOWLEDGEMENTS

1.1. Agreement terms

The parties acknowledge and agree that this agreement comprises the Lease Form and any attachments, the Prescribed Form and these Additional Terms.

1.2. Landlord's acknowledgements

The landlord acknowledges and agrees that:

- a. it relies on its own independent legal, financial, taxation and other advice before entering into this agreement;
- b. it will comply with any notice, reporting or other requirements under the *Residential Tenancies Act 1987 (WA)*; and
- c. there is no bond payable by the tenant to the landlord.

2. EXTENSION OF TERM

2.1. The tenant's right to extend the Term

Without limiting the General Tenancy Agreement, and in addition to the rights and obligations of the landlord and tenant under the General Tenancy Agreement, the tenant may, by written notice to the landlord, exercise one of the following rights once:

- a. extend the Term by a period of _____ ; by exercising one of the following rights where applicable:
 - extend the Term by a period of 3 years;
 - extend the Term by a period of 24 months;
 - extend the Term by a period of 18 months;
 - extend the Term by a period of 12 months;
 - extend the Term by a period of 6 months; and
- b. extend the Term by up to 12 months.

2.2. Notice of extension of Term

A notice under this clause must:

- a. be given at least 3 months before the date, which but for that extension, would have been the terminating date of this agreement;
- b. specify which sub-clause of clause 2.1 of these Additional Terms is invoked;
- c. specify the period by which the Term is to be extended; and
- d. specify the new Terminating Date.

2.3. Effect of giving notice

After giving the notice pursuant to this clause 2 of these Additional Terms, the Terminating Date is extended accordingly even if such extension is not registered.

3. RENT

3.1. Payment of Rent

- a. The tenant will pay the Rent by electronic funds transfer at the direction of the landlord. The landlord must make adequate arrangements to enable payment by this method.

- b. Despite clause 5.1 of Part B of the Prescribed Form, the tenant elects to pay rent (other than the first and last payments) monthly in advance on the first day of each calendar month. The tenant elects to pay the Rent monthly in advance although it may have no obligation to do so under the *Residential Tenancies Act 1987 (WA)*.
- c. The first Rent payment, which includes a partial Rent payment in arrears and the first full month Rent payment in advance, will be paid:
 - i. where the Commencing Date is before the twenty-third day of the month, on the first day of the following month; or
 - ii. where the Commencing Date is on or after the twenty-third day of the month, within 7 Business Days of the first day of the following month.
- d. The last Rent payment is payable in arrears.

3.2. Calculation of Rent

- a. The Rent accrues from day to day.
- b. The monthly payment is calculated as follows:

$$\text{monthly Rent} = \text{weekly Rent} \times 4.3482$$

- c. If the first or last Rent payment is for a period of less than a full calendar month, the Rent for the broken Rent period is calculated on a daily basis as follows:

$$\text{daily Rent} = \text{weekly Rent} \times 0.1429$$

4. DIRECTION FOR RENT PAYMENT

4.1. Acknowledgement

The parties acknowledge and agree that any direction under this clause 4 regarding payment of the Rent by the tenant is not intended to reduce or offset the amount of Rent payable by the tenant to the landlord under this agreement.

4.2 Direction to pay

The landlord directs the tenant to make payment of the Rent in the following manner:

Payment direct to Landlord –	of the Rent direct to the landlord in the account nominated by the landlord.
Payment direct to Property Care Provider -	of the Rent direct to the Property Care Provider in the account nominated by the Property Care Provider.

4.3. New directions to pay from time to time

- a. Subject to clause 4.3(c), the parties agree that the landlord may, from time to time, by notice in writing to the tenant, issue a new direction for Rent payment under clause 4.2 of these Additional Terms and the tenant will comply with that new direction from the date of receipt.
- b. If a new direction for Rent payment under clause 4.3.a of these Additional Terms is expressed as only having effect for a particular month, the tenant will revert to paying the Rent in accordance with clause 4.2 of these Additional Terms for subsequent months (after giving effect to the direction for the relevant month).
- c. Any new direction for Rent payment issued under clause 4.3(a) must only involve an increase in the percentage of the Rent payable directly to the Property Care Provider under clause 4.2 and must not involve a decrease in that percentage.

5. RENT REVIEW

5.1. Review dates and method of Rent review

- a. The Rent will be reviewed and assessed as follows:

Review Date	Method of review
<p><u>First Review Date:</u> 31 December of the year in which this agreement commences, or if the Commencing Date is after 1 July 2020 then 31 December 2022.</p>	<p>The landlord must notify the tenant in writing of the Landlord's Assessment at least 60 days before the First Review Date.</p> <p>Unless clause 5.4 of these Additional Terms applies, the new Rent payable from the First Review Date is the New Rent Amount stated in the Landlord's Assessment.</p>
<p><u>Second and subsequent Review Dates:</u> Every 31 December for the Term</p>	<p>By using the same Rent Review process as for the First Review Date in the row above, except that references to "First Review Date" will be read as references to the second or subsequent Review Dates (as appropriate).</p>

5.2. When and how Rent will be reviewed

- a. The Rent will be reviewed by the landlord as at each relevant Review Date, in the manner shown in the table in clause 5.1 of these Additional Terms.
- b. Nothing in this clause 5.1 of these Additional Terms derogates from the landlord's obligations under clause 5 of the Prescribed Form or the *Residential Tenancies Act 1987 (WA)*.

5.3. Date from which new Rent applies

Subject to clause 5.4, if the Rent review:

- a. is completed by the relevant Review Date, then, subject to the terms of this agreement, the new Rent takes effect on the relevant Review Date; or
- b. is not completed by the relevant Review Date:
- (i) the tenant must continue to pay Rent at the rate applicable for the previous period until the Rent review process has been completed and the Landlord's Assessment has been issued; and
 - (ii) once the Landlord's Assessment has been issued:
 - A. the tenant must pay the landlord the amount of any underpayment within 10 Business Days of the Landlord's Assessment; or
 - B. the landlord must refund to the tenant the amount of any overpayment within 10 Business Days of demand by the tenant,

and the tenant elects to pay an increase in Rent with effect from the relevant Review Date even if the landlord gives notice of the Rent increase after the time required by the *Residential Tenancies Act 1987 (WA)*.

5.4. Dispute between parties about Landlord's Assessment

- a. If either party objects to the New Rent Amount stated in the Landlord's Assessment, or if the Landlord does not issue a Landlord's Assessment within a reasonable period of time after the relevant Review Date, the objecting party must notify the other party in writing and with effect from the relevant Review Date:
- (i) no later than 20 Business Days after the date of service of the Landlord's Assessment; or
 - (ii) within a reasonable period of time after the relevant Review Date if no Landlord's Assessment has been received.

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- b. The parties agree that they will refer all disputes in relation to the Landlord's Assessment or the Landlord's failure to issue a Landlord's Assessment (**Lease Rent Review Dispute**) to dispute resolution under this clause 5.4.
- c. In the event of any Lease Rent Review Dispute, the disputing party may request in writing the Chair of the Australian Property Institute or the Australian Valuation Institute (as relevant) of Western Australia to appoint a valuer who is a certified practising and registered valuer with the Australian Property Institute or the Australian Valuation Institute (as relevant) in Western Australia (the **Chair's Valuer**) to determine the new current market Rent for the Premises, and in that case:
- d. Once a Lease Rent Review Dispute has been concluded, having regard to the new Rent then being paid by the tenant and the amount determined by the Chair's Valuer as being the new Rent:
 - (i) the tenant must pay the landlord the amount of any underpayment (calculated from the previous Review Date) within 10 Business Days of such determination; or
 - (ii) the landlord must refund to the tenant (calculated from the previous Review Date) the amount of any overpayment within 10 Business Days of demand by the tenant.
- e. The landlord is not precluded from objecting to the Rent and initiating a Lease Rent Review Dispute on the basis that the landlord served the Landlord's Assessment.
- f. If the valuer fails to decide the new Rent within 10 Business Days after its appointment, the parties may agree to appoint (or either party may request the appointment of) a further valuer under clause 5.4(c).

6. OCCUPANCY

6.1. Occupancy arrangements

Provided that the tenant continues to pay Rent in accordance with this agreement, the landlord consents to the tenant:

- a. allowing Defence Force personnel and other persons specified under the DHA Act to occupy the Premises; or
- b. if the tenant does not require the Premises for housing Defence Force personnel or other specified persons under the DHA Act:
 - (i) allowing other persons to occupy the Premises; or
 - (ii) leaving the Premises unoccupied.

7. PROPERTY CARE CONTRACT

7.1. Relationship between Property Care Contract and lease

- a. It is an essential term of this agreement that this agreement and the Property Care Contract run concurrently and end simultaneously to enable DHA to meet its obligations under the DHA Act.
- b. The parties acknowledge and agree that:
 - (i) this agreement is interdependent with the Property Care Contract;
 - (ii) if this agreement is terminated or is surrendered, the Property Care Contract automatically (and without the need for any action to be taken, or any notice to be given, by either party) terminates on the date of termination or surrender of this agreement;
 - (iii) if the Property Care Contract is terminated:
 - A. the tenant may deliver up vacant possession of the Premises for the purposes of section 60(1)(g) of the *Residential Tenancies Act 1987* (WA);
 - B. the parties acknowledge that this agreement constitutes an agreement in writing between the landlord and the tenant to terminate this agreement in the event (and regardless of when) the Property Care Contract is terminated, for the purposes of section 60(1)(g) of the *Residential Tenancies Act 1987* (WA); and

- C. the tenant will not be obliged to pay any break fee to the landlord;
 - (iv) in the event the landlord sells the Premises by way of Mid-Lease Sale, the landlord will ensure that any third party purchaser of the Premises (**Third Party Purchaser**) executes a deed of novation of the Property Care Contract in accordance with the terms of the Property Care Contract; and
 - (v) if there is any inconsistency between the provisions in this agreement and the provisions in the Property Care Contract, the provisions in this agreement will prevail to the extent of the inconsistency.
- c. The parties acknowledge that
- (i) the Property Care Provider and the tenant are the same entity;
 - (ii) DHA acts in 2 different capacities, namely as the tenant under this agreement and the Property Care Provider under the Property Care Contract; and
 - (iii) DHA will be referred to in this agreement by either the name "tenant" or "Property Care Provider" (as appropriate) to clarify the relevant capacity in which DHA is acting.

8. GENERAL PROVISIONS

8.1. Agreement Registration

- a. The tenant must, at the tenant's cost:
- (i) register this agreement if:
 - A. at the commencement of this agreement, the Term of this agreement (excluding any option for renewal), exceeds three years; or
 - B. due to a variation of this agreement, the Term of this agreement (excluding any option for renewal), exceeds three years;
 - (ii) register a variation of this agreement if the agreement was previously registered and the Term is extended under clause 2.2 of these Additional Terms; and
 - (iii) deliver a copy of each registered document to the landlord within 12 months of the parties executing this agreement or any extension of Term.

8.2. Caveatable interest

- (a) The tenant may lodge a caveat to protect its leasehold interest in the Premises.
- (b) The landlord will not raise any objection to the lodgement of the caveat.

8.3. Mortgagee's consent

If the Premises are subject to a mortgage or charge, the landlord must obtain the unconditional mortgagee's or chargee's consent to this agreement at the landlord's cost, and provide the tenant with a copy of such consent. Such consent must be in the form attached to this agreement at Schedule 1 and/or in any other form required by the Western Australia Land Registry to register this agreement.

8.4. Other legal costs

- (a) The landlord must pay any applicable stamp duty in relation to this agreement.
- (b) The parties must bear their own costs in relation to the execution of this agreement and the performance of their obligations under this agreement.

8.5. Insurance by landlord

The landlord must take out and maintain, at its cost, appropriate insurance to cover the Premises and the landlord's obligations in relation to the Premises, including:

- (a) building insurance, against loss or damage from fire, lightning, flood, storm and tempest, earthquake, water damage (including sprinkler leakage and rain water), explosion or concussion from explosion,

V 2.1

impact by vehicles or aircraft or articles dropped from aircraft, radiation, riots, strikes, civil commotion, and malicious damage, for its full reinstatement or replacement value (including architects, surveyors and other professional fees, the cost of debris removal, demolition, site clearance, any works that may be required by law and incidental expenses) at the time of loss or damage; and

- (b) public liability insurance, for all claims for injury, loss or damage to any person or property however sustained arising out of the use of the Premises, for not less than the amount of \$20 million per occurrence (or for such other reasonable amount which the landlord and the tenant agree).

If, during the Term:

- (a) a building on the Premises is damaged or destroyed by a risk against which the landlord is required by this agreement to insure;
- (b) the payment of insurance moneys under the insurance policy has not been refused in whole or in part because of any act or omission of the tenant; and
- (c) the tenant has notified the landlord within 20 Business Days after the date of the damage or destruction that it requires the landlord to reinstate the building,

subject to any rights of the landlord to terminate this agreement under section 69 of the *Residential Tenancies Act 1987* (WA), the landlord agrees to act promptly and do its best to reinstate the building, including:

- (d) claiming and obtaining payment of any insurance moneys to which it is entitled under the insurance policy for the damage or destruction;
- (e) obtaining any permission, permits and consents that may be required under law to enable the landlord to reinstate the building; and
- (f) using all relevant insurance proceeds (except sums for loss of Rent) in reinstating the building, making up any difference between the cost of reinstating and the insurance proceeds.

The landlord must provide evidence of the currency of its insurance policies to the tenant within 7 Business Days of a request in writing by the tenant.

The landlord agrees to notify the tenant promptly if any of the insurances required by this clause lapse or become void, voidable or otherwise unenforceable.

8.6. GST

- (a) In this clause:
 - (i) "GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and all related ancillary legislation which provides for a broad based consumption tax on the supply of goods and services which becomes operative in respect of the provisions of this agreement;
 - (ii) "GST" means any tax imposed on the supply of goods or services which is imposed or assessed under the GST Law; and
 - (iii) "Supply" means any supply, as defined in the GST Law, made by a party under this agreement.
- (b) If this agreement or any Supply under or in respect of this agreement becomes subject to GST, and if the recipient of the consideration is liable for GST in relation to any Supply under this agreement, the parties agree that the amount payable for any Supply under or in respect of this agreement by any party shall be adjusted by the amount of the GST.
- (c) Each party agrees to do all things, including providing invoices or other documentation in such form and detail, that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any Supply under this agreement.

- (d) As required by any applicable legislation, where identifiable cost adjustments are realised by virtue of the enactment of the GST Law, those cost adjustments will be reflected in the calculations of the consideration under this agreement.

8.7. No waiver

A failure by a party to exercise any right arising under this agreement is not a waiver of that right or any other right under this agreement.

8.8. Entire agreement

This agreement:

- (a) supersedes all prior understandings or agreements between the parties (except for the Property Care Contract) and any prior condition, warranty, indemnity or representation given or made by a party in connection with their subject matter (except to the extent contained in the Property Care Contract);
- (b) may be varied only by an instrument in writing signed by or on behalf of both the landlord and the tenant; and
- (c) and the Property Care Contract and any other documents or information required to be provided by the parties under the *Residential Tenancies Act 1987 (WA)* constitute the entire agreement between the landlord and the tenant as to their subject matter, subject to the *Residential Tenancies Act 1987 (WA)*.

8.9. No merger

None of the terms and conditions of this agreement or any other agreement between the parties (including the Property Care Contract), nor any act, matter or thing done in relation to this agreement or any other agreement (including the Property Care Contract), will operate as a merger of any of the rights and remedies of the parties in or under this agreement or any other agreement (including the Property Care Contract), all of which will continue in full force and effect.

8.10. No partnership or agency

Nothing in this agreement is intended to create a relationship of partnership, principal and agent and/or joint venture between the parties.

8.11. Notices

- (a) A notice given under this agreement must, if there is an approved form, be in the approved form.
- (b) A notice may also be given to a party to this agreement, if an address for service for the party or agent is stated in this agreement for service of notices – by leaving it at the address.
- (c) The parties agree that any communications delivered electronically through the tenant's and/or Property Care Provider's online portal will constitute a notice delivered via email for the purposes of this agreement.
- (d) If no address for service is stated in this agreement for the tenant, the tenant's address for service is taken to be the address of the premises.
- (e) A party or the landlord's agent may withdraw his or her consent to notices being given to them by a particular means only by giving notice to each other party that notices are no longer to be given to them by that particular means.
- (f) A party or the landlord's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address, in which case the new address for service, facsimile number or email address is taken to be the address for service, facsimile number or email address for the purposes of this agreement from the date of the notice.
- (g) Unless the contrary is proved:
 - (i) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address;

- (ii) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post;
- (iii) a notice sent by facsimile is taken to have been received at the place to which the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
- (iv) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

8.12. Severability

- (a) To the extent permitted by law, all provisions of this agreement will, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect.
- (b) If any provision of this agreement (or part thereof) is invalid, illegal, or unenforceable:
 - (i) that provision (or part) will be severed to the extent it is invalid, illegal or unenforceable, and the remaining provisions will continue in force; and
 - (ii) the parties must do all things reasonably necessary, including the execution and registration of any documentation, to give effect to this agreement.

8.13. Interpretation

- (a) Unless the context otherwise precludes it:
 - (i) where any expressions are defined in the text of this agreement, those expressions shall have the meanings ascribed to them;
 - (ii) the singular includes the plural and vice versa, and a reference to one gender includes all genders;
 - (iii) a reference to a person generally includes a reference to a corporation, firm, partnership, joint venture, association, authority, trust, government, statutory entity or any other legal entity, and vice versa;
 - (iv) a covenant, agreement or undertaking on the part of two or more parties shall bind those parties jointly and each of them severally;
 - (v) a reference to a statute includes all amendments made to that statute, and to any statute passed in substitution, and all regulations made under those statutes;
 - (vi) headings are for guidance only and do not affect interpretation;
 - (vii) no rule of construction will apply to the detriment of a party because that party was responsible for the drafting of this agreement or any part of it;
 - (viii) anything to be done on a day which is not a Business Day will be due on the immediately following Business Day; and
 - (ix) mentioning anything after "includes", "including", "for example" or similar expressions does not limit what else might be included.

9. FEDERAL, STATE AND TERRITORY LAWS

9.1. Application of laws

This agreement is to be construed in accordance with, and any matter related to it is to be governed by, the laws applying in the State of Western Australia but nothing in this agreement is to be construed as binding the tenant to comply with any laws or requirements which do not apply to it of their own force.

9.2. Residential Tenancies Act paramount

Nothing in this agreement is intended by the parties to exclude, modify or restrict the operation or application of provisions of the *Residential Tenancies Act 1987 (WA)* and/or the *Residential Tenancies Regulations 1989 (WA)*, except to the extent permitted by that Act.

9.3. Agreement with respect to the Residential Tenancies Act

Where the *Residential Tenancies Act 1987 (WA)* and/or the *Residential Tenancies Regulations 1989 (WA)* permits the parties to exclude or modify statutory provisions or requirements by agreement, then the parties acknowledge that this agreement records the extent of their agreement to do so.

9.4. Mandatory Provisions

Where the *Residential Tenancies Act 1987 (WA)* and/or the *Residential Tenancies Regulations 1989 (WA)* implies Mandatory Provisions in this agreement:

- (a) the *Residential Tenancies Act 1987 (WA)* and/or the *Residential Tenancies Regulations 1989 (WA)* overrides any term of this agreement which is inconsistent with the Mandatory Provisions; and
- (b) the Mandatory Provisions are deemed to be incorporated into this agreement to the extent of the inconsistency.

10. DEFINITIONS

The following definitions apply to the Additional Terms unless a contrary intention appears:

Additional Terms means these additional terms in Annexure A of the Prescribed Form in this agreement.

Agreement or agreement means this lease, comprised by the Lease Form, the Prescribed Form and the Additional Terms.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Commencing Date means the commencing date set out under the heading 'Term of Lease' on the Lease Form and the start date for the agreement under the heading 'Term of Agreement' in Part A of the Prescribed Form.

Defence Housing Australia ABN 72 968 504 934.

DHA Act means the *Defence Housing Australia Act 1987 (Cth)*.

Fixtures and Fittings means items that are secured or bolted to the walls or floor of the Premises (fixtures) and free-standing items including goods (fittings), and includes chattels, fixtures, partitions and equipment.

Lease Form means the West Australian Land Information Authority Lease Form at the front of this agreement.

Landlord means the lessor under this agreement.

Landlord's Assessment means the landlord's assessment of the New Rent Amount payable for the period of 12 months from the relevant Review Date.

Landlord's Valuation Guide means the Landlord's Valuation Guide on the DHA website (as may be amended from time to time).

Mandatory Provisions means provisions under the *Residential Tenancies Act 1987 (WA)* that imply terms into, or give rise to rights or obligations on the part of the landlord or the tenant under, this agreement which cannot be excluded, modified or restricted.

Mid-Lease Sale means a sale by the landlord of the Premises to a Third Party Purchaser at any time during the Term of this agreement.

New Rent Amount means the current market rent for the Premises payable for the period of 12 months from the relevant Review Date determined in accordance with the process set out in the table in paragraph 5 of Schedule 2 of the Property Care Contract.

Premises means the premises described under the heading 'Description of Land' on the Lease Form and under the heading 'Residential Premises' in Part A of the Prescribed Form and includes any Fixtures and Fittings and improvements.

Prescribed Form means the Form 1AA Residential Tenancy Agreement annexed to the Lease Form.

Property Care Contract means the Contract so called between the landlord and the Property Care Provider dated on or about the date of this agreement.

Property Care Provider means DHA, acting in its capacity as contractor for the landlord under the Property Care Contract.

Rent means the amount set out in Part A on page 2 of the Prescribed Form under the heading 'Rent', as reviewed in accordance with clause 5 of these Additional Terms.

Review Date has the meaning given to that term in clause 5.1 of these Additional Terms.

Term means the term of this agreement as set out under the heading 'Term of Lease' on the Lease Form and in Part A on page 2 of the Prescribed Form under the heading 'Term of Agreement', starting on the Commencing Date and ending on the Terminating Date and includes any holdover period.

Terminating Date means the date set out in Part A on page 2 of the Prescribed Form under the heading 'Term of Agreement', as extended under clause 2.1 of these Additional Terms.

Signature of Landlord:

Execution Page	
<i>[Execution clause for individual Landlord]</i>	
	I certify that I am an eligible witness and that the Landlord signed this dealing in my presence.
_____ Signature of Landlord 1	_____ Signature of witness
_____ Date	_____ Name of witness
	_____ Residential address of witness
	_____ Business hours telephone of witness

Signature of tenant:

Executed for and on behalf of Defence Housing Australia ABN 72 968 504 934 by its delegate duly authorised pursuant to s.65 of the <i>DefenceHousing Australia Act 1987</i> (Cth):	
_____ Signature:	_____ Signature of witness:
_____ Name: (please print)	_____ Name of witness: (please print)
_____ Position:	_____ Position of witness:
_____ Date:	_____ Address of witness: