



# STANDARD RESIDENTIAL PROPERTY LEASE SCHEDULE

1. DATE OF SIGNING THE LEASE:

.....11<sup>th</sup>..... day of.....June.....2014.....

2. ADDRESS OF THE PREMISES:

17 Forbes Street  
YORK WA 6302

3. NAME AND ADDRESS OF THE OWNER:

Shire of York  
1 Joaquina Street  
YORK WA 6302

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

Shire of York  
1 Joaquina Street  
YORK WA 6302

5. NAME AND ADDRESS OF THE TENANT:

Michael Keeble  
17 Forbes Street  
YORK WA 6302

6. NUMBER OF PERSONS ALLOWED TO OCCUPY THE PREMISES:

ADULTS .....2..... 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:

**PERIODIC**

commencing on 16/05/2014

9. RENT

Weekly                       Fortnightly                       Calendar Monthly

\$ .....750.00..... per .....fortnight.....

(\$ ) amount in words.....seven hundred and fifty dollars.....("the Rent")

payable one period in advance on the .....fri..... day of each and every .....fortnight.....

with the first payment to be made on or before the.....16<sup>th</sup>..... day of .....May..... 2014.....

.....INITIALS

**ITEM**

10. TENANT'S SECURITY BOND: \$ ...1500.00.....

11. PET BOND \$ ....100.00.....

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 "....."

\* The tenant is to maintain the property in the same condition or better throughout the tenancy.

\* As per the tenant's employment contract, there is a rental subsidy per annum of \$1560.00 provided. This is a reduction in the rent of \$30.00 per week or \$60.00 per fortnight. The rental amount paid by the tenant per fortnight is \$750.00 minus \$60.00. The tenant's contribution is \$690.00 per fortnight.

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 \$.....N/A.....

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**

...../...../.....  
...../...../.....  
...../...../.....  
...../...../.....

**Owner / Owner's Agent Signature**

**Witness**

**Date**

...../...../.....  
...../...../.....

A true copy of:

(1) The Lease and any attached annexures,  
-have been received by the Tenant-

(2) Property Condition Report

..... Date .....  
..... Date .....

..... Date .....  
..... Date .....

(Signed by Tenants)

.....INITIALS

# 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

### 1. LEASE

#### Premises

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.

### 2. THE TENANT'S OBLIGATIONS

#### Rent

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 Rent Payments

2.3 If a cheque or an electronic transfer 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 transaction 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.

#### Water Consumption

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.

.....INITIALS

**Pet Security Bond**

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.

**Smoking**

2.11 Unless otherwise agreed, smoking is not permitted inside the residential buildings of the Premises.

**Property Condition Report**

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.

**Services**

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.

**Telephone**

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.

**Strata Company**

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.

**Tenant to keep the premises clean**

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.

**Maintenance-Chattels**

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).

**Maintenance- Good Working Order**

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

**Light Globes**

2.23 The Tenant agrees to replace all broken light globes and fluorescent tubes and ensure they are in good working order.

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**Maintenance -Gardens**

2.24 The Tenant agrees to maintain the garden, lawns, lawn edges, hedges, shrubs and trees in the same condition as at the commencement of this Lease as evidenced by the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish and the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs.

**Maintenance - Swimming pool, Spa**

2.25 If the Premises includes a swimming pool or spa, the Tenant agrees to maintain the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements during the period of this Lease. The Tenant agrees not to drain the pool without the Owner's consent.

**Damage and Disrepair**

2.26 The Tenant shall pay for any damage or repairs that arise from or are attributable to an act or omission by the Tenant or the Tenant's visitors. The Tenant agrees to report all damage and any state of disrepair to the Premises within three days of the same occurring. Failure to do so will render the Tenant liable for all costs incurred by the Owner as a result of such failure to report.

**Repairs**

2.27 The Tenant shall not undertake or authorise any repairs without prior written consent to the Owner and section 43 of the Act does not apply to this Lease.

**Insurance**

2.28 The Tenant shall not do or permit anything to be done or bring onto or keep on the Premises anything which may invalidate or prejudice the conditions of any insurance policies relating to the Premises or cause to be increased the premiums payable.

**Excess on insurance**

2.29 If the Owner elects to claim on the Owner's insurance for any damage that arises or is attributable to an act or omission by the Tenant or the Tenant's visitors, or people associated with the Tenant, and the Owner is successful in relation to recovering any money for such damage, then the Owner may require the Tenant to pay any "excess" on any such insurance claim. The Tenant acknowledges that the damage caused by a water bed is not normally covered by insurance.

**Alterations to the Premises**

2.30 The Tenant shall not make any alterations or additions to the Premises or to alter any fixtures or fittings, furniture or chattels, or place any sign on, or paint the Premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

**Purposes other than dwelling**

2.31 The Tenant shall not use the Premises or cause or permit the Premises to be used for any illegal purpose or permit or cause a nuisance and shall use the Premises solely for a dwelling and shall not cause or permit the Premises to be used for any other purpose without the prior written consent of the Owner.

**Water beds, Aquarium, Swimming Pool, Spa**

2.32 The Tenant shall not without the Owner's prior written permission install any water bed, aquarium, swimming pool, or spa on the Premises. If the Tenant has received written permission to install a waterbed, aquarium, or swimming pool or spa on the Premises, the Tenant is liable for the cost of any damage caused by the waterbed, aquarium, swimming pool, or spa or damage caused by the escape of water to the Owner's fixtures and/or fittings, furniture and chattels or the Premises.

**Laundry**

2.33 The Tenant shall not hang or display any laundry or other articles on the balcony or verandah.

**Non assignment**

2.34 The Tenant shall not assign, sublet or part with possession of the Premises or any part of it or grant any licence to occupy the whole or any part of the Premises.

**Indemnify the Owner**

2.35 The Tenant agrees to indemnify the Owner against any loss sustained by the Owner or any sum the Owner might at any time be liable to pay, as a result of damage to the Premises or any furniture or chattels belonging to the Owner or in relation to any claim made against the Owner, whether in relation to property damage or personal injury, or any other matter whatsoever, arising from any negligent act or omission on the part of the Tenant or anyone visiting the Tenant at the Premises from time to time.

**Inspections**

2.36 Provided that the required notice under the Act has been given to the Tenant, the Tenant agrees to provide access to the Premises to the Owner on a reasonable number of occasions and for the purpose of inspecting the Premises or any purpose set out in the Act at the Owner's discretion on any day Monday to Saturday (inclusive) between the hours of 8:30AM and 5PM unless the Tenant advises on reasonable grounds that the time is unsuitable.

**Tenant Unable to Attend Inspection**

2.37 If the Tenant is not present at the time specified in the notice for the inspection, the Tenant agrees that the Owner or the Owner's Agent may enter the Premises.

**Monies Payable**

2.38 The Tenant agrees to pay or cause to be paid all of the monies referred to in the Summary of Monies Payable.

**Keys and Electronic Keys**

2.39 The Owner shall supply to the Tenant one set of Keys that enable access to the Premises.  
2.40 Should the Tenant require an additional set(s) of the Keys, then any cost associated with an additional set(s) shall be borne by the Tenant and shall be paid for by the Tenant prior to receiving the additional set(s) of the Keys.  
2.41 Should the Tenant lose possession of the Keys, then the Tenant shall be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the Premises.  
2.42 The Owner will replace Keys only during normal business hours.

**3. THE OWNER**

**Outgoings**

3.1 The Owner shall bear the cost of all rates, taxes or charges imposed in respect of the Premises other than water consumption charges which the Tenant will pay or reimburse in accordance with clause 2.5 of this Lease.

**4. SPECIAL CONDITIONS**

4.1 The parties agree that the special conditions referred to in item 13 form part of this Lease. If there is any conflict between the provisions of this Lease and the special conditions then the special conditions shall prevail.

**5. DEFAULT**

5.1 If the Tenant  
(a) wrongfully terminates this Lease before the end of the tenancy period referred to in clause 1.3, or  
(b) the Tenant otherwise breaches the Lease, then the Owner may claim and the Tenant must pay damages and losses to the Owner that the Owner reasonably suffers or will suffer as a result of the tenant's breach. The Owner must endeavour to minimise the Owner's damages and losses.

**6. HOLDING OVER**

6.1 If the Tenant with the prior consent of the Owner remains in possession after the expiration of the Fixed Term, then the Tenant shall remain as a periodic tenant at a rent stipulated in item 14 but shall otherwise be on the same terms and conditions as this Lease.

**7. END OF LEASE CONDITIONS**

7.1 The Tenant should refer to Section 18 "Ending a Tenancy" of the booklet "Information for Tenants" that is provided with this Lease.

**Return Premises to Condition as at Commencement of Lease**

7.2 The Tenant agrees at the end of this Lease to return the Premises to a condition comparable with that at the commencement of the Lease.  
7.3 The Owner will compare the condition of the Premises at the end of the Lease with the Property Condition Report at the commencement of the Lease. The Owner may claim as damages costs and expenses incurred or likely to be incurred as a result of any differences from the Property Condition Report at the commencement of the tenancy that are a result of a breach of Tenant's obligations in this Lease and not fair wear and tear.

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**Condition of Swimming Pool, Spa**

- 7.4 The Tenant agrees at the end of this Lease to return the swimming pool, spa and equipment to a condition comparable with that at the commencement of the Lease. If the Owner at the commencement of the Lease provides pool chemicals, then a comparable quantity of the same chemicals are to be provided by the Tenant at the end of the Lease.
- 7.5 The Tenant agrees that at the end of the tenancy that the Tenant will secure all portable pool cleaning equipment in a locked area on the Premises.
- 7.6 The Tenant agrees to provide to the Owner a certificate from a professional pool operator stating that the pool and all its apparatus, including the filter, are in good working order and in a hygienic safe condition at the end of this lease.

**Application of the Pet Security Bond**

- 7.7 At the end of the tenancy the amount of the Pet Bond may be applied to the cost of fumigation of the Premises.

**Keys**

- 7.8 The Tenant agrees to return all the Keys of the Premises to the Agent at the Agent's place of business on or prior to the end of this Lease.

**Lease**

- 7.9 This Lease does not come to an end and the rent and obligations of maintaining the Premises shall continue to be the Tenant's responsibility until the Keys are returned to the Agent regardless of whether the Tenant has vacated or not.
- 7.10 If the Tenant is unable to supply the Agent with the Keys of the Premises, then the Tenant agrees to pay the Owner all costs associated with replacing the Keys and this Lease will come to an end when the replacement Keys have been provided to the Agent

**Movement of Chattels**

- 7.11 The Tenant agrees at the end of this Lease to replace all fixtures, furniture, chattels, household effects and other items described on the Inventory list to the original positions as may be set out in the Property Condition Report.

**Carpet Cleaning**

- 7.12 The Tenant agrees upon vacation of the Premises, to have all carpets professionally cleaned (at the Tenants expense) by a contractor to be approved by the Agent and to supply to the Agent a receipt as evidence that the carpets have been cleaned.

**8. DEFINITIONS AND INTERPRETATION**

- 8.1 If any provision of this Lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this Lease will continue to be effective.
- 8.2 In this Lease, unless otherwise required by the context or subject matter:
  - "Act" means the Residential Tenancies Act 1987 and its amendments.
  - "Keys" means all keys and electronic keys that permit access to the Premises, to common property associated with a strata lot, or to car bays associated with the Premises.
  - "Property Condition Report" means the report prepared by the Owner in relation to the condition of the Premises at the commencement of the Lease.
  - "Inventory" means a list of the Owner's furniture contained in the Premises at the commencement of the Lease.
  - "Agent" means the agent of the Owner referred to in item 4.
- 8.3 Any reference in this Lease to the "Owner" doing anything shall mean and include it being done by the Owner's Agent.
- 8.4 Where either the Tenant or the Owner comprise more than one person, the obligations to be performed in this Lease are binding upon such two or more persons jointly and severally.
- 8.5 A reference to an "item" in this Lease is a reference to that item in the Schedule.

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**9. PRIVACY ACT 1988- COLLECTION NOTICE**

Personal information collected by the Agent through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy.

The personal information collected by the Agent in this Lease, in the Property Condition Report and during the period of the management of the tenancy is collected for the purpose of being used in managing the Lease of the Premises and the Tenant hereby consents to that collection and use.

The information collected in this Lease, in the Property Condition Report and during the period of the management of the tenancy may be disclosed by the Agent to other parties as permitted by the Privacy Act 1988 including to the existing Owner, subsequent owners, courts of law, other agents and operators of tenancy reference databases. Further, information already held on tenancy reference databases may be accessed by the Agent.

If the Tenant wishes to contact the Agent or access the personal information the Agents may hold regarding the Tenant, the Tenant may do so by contacting the Agent at the address described in item 4. The Tenant may also request that the information be corrected if it is inaccurate, incomplete or out-of-date.

If the information referred to in this collection notice is not provided, the Agent may not be able to manage the tenancy.

**SUMMARY OF MONIES PAYABLE:**

Security Bond :		\$.....1500.00.....	
	Tenant Contribution	\$ ....1500.00.....	
	Shire Contribution (Department of Housing & Works)	\$ ....60.00.....	
Pet Bond		\$ .....100.00.....	
Rent paid to 29/05/2014			
	Tenant Contribution	\$ ....690.00.....	
	Shire Contribution (Department of Housing & Works)	\$ ....60.00.....	
		\$ .....750.00.....	
Other .....		\$ .....	
Other .....		\$ .....	
	<b>SUB TOTAL</b>	\$ .....2350.00.....	
	Less Shire Contribution	\$.....60.00.....	
	<b>BALANCE OWING</b>	\$ .....2290.00.....	

Receipt No .....

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# STANDARD RESIDENTIAL PROPERTY LEASE

## Annexure to Schedule

*This Annexure page is to be used only if there is insufficient space in the Schedule.*

*Please insert the relevant corresponding Item number and heading.*

*List items, with appropriate sub-headings and where appropriate cross reference with terms of the Lease.*

ITEM	Description:

.....INITIALS