

GUIDE A TENANT MUST KNOW

Before Signing A Rental Agreement



By Jerry –

The University of Western
Australia

Abstract

A rental agreement in Perth, Western Australia, typically refers to a legally binding contract between a landlord and a tenant outlining the terms and conditions of renting a property. It's important for both landlords and tenants to thoroughly read and understand the terms of the rental agreement before signing. Seeking legal advice or clarification on any unclear terms can help avoid misunderstandings or disputes later on. Additionally, rental agreements in Perth must comply with relevant state laws and regulations outlined in the Residential Tenancies Act 1987 (WA).

A rental agreement in Perth, Western Australia, outlines the terms and conditions of renting a property, serving as a legally binding contract between the landlord and tenant. This document details essential aspects such as the duration of the tenancy, rent amount and payment schedule, security deposit requirements, responsibilities of both parties, and procedures for termination. Additionally, it may include clauses regarding property maintenance, utilities, and entry and inspection rights. Rental agreements in Perth must comply with relevant state laws, particularly the Residential Tenancies Act 1987 (WA), to ensure the rights and obligations of both landlords and tenants are protected.

1. Introduction

Introducing "Guide: What Tenants Must Know Before Signing a Rental Agreement in Perth" - a comprehensive PDF resource offering invaluable insights for tenants in Perth, WA. This guide equips tenants with essential knowledge about rental agreements, covering key topics such as lease terms, rent payments, security deposits, responsibilities of both parties, termination procedures, and legal rights. By understanding the intricacies of rental agreements, tenants can make informed decisions, avoid potential pitfalls, and ensure a smooth and successful tenancy experience. Whether you're a first-time renter or a seasoned tenant, this guide is your go-to resource for navigating the rental process with confidence and clarity.

2. Rental Agreements

Residential rental (or lease) agreements are either periodic or fixed-term.

All written tenancy agreements must be done using the Residential tenancy agreement (Form 1AA). Whether the agreement is written or verbal, a tenant must also be given the 'Information for tenant' sheet.

If the agreement is in writing, the lessor must give the tenant a copy of the agreement. A tenant should also get another copy when it is signed by the lessor/property manager and tenant/s within 14 days of it being signed.

The lessor cannot make a residential tenancy agreement containing terms or conditions which contract out of the Residential Tenancies Act 1987 (the Act). A tenant and lessor can agree to have clauses added as long as these don't change the rights and obligations under the Act.

Periodic tenancy

A periodic tenancy has no pre-determined finish date. It continues on with the same terms and conditions until either you or the lessor give the appropriate notice to end it.



Fixed-term tenancy

A fixed term tenancy is an agreement which allows you to rent the premises for a set period with a specific start and finish date. It provides more certainty and security for both you and the lessor. Although fixed-term tenancy agreements have expiry dates, the agreement will not automatically terminate on the end date unless either you or the lessor/property manager gives 30 days' notice of intention NOT to renew the agreement.

What the tenant must be given

At the start of a tenancy the tenant must be given the following by the lessor:

a copy of the information statement

two copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)

a bond lodgement form for you to sign (if you are paying a security bond),

keys to your new home.

Property condition report

The lessor must provide the tenant with two copies of a property condition report within seven days of the tenant moving in. The report must contain at least the items listed in the proforma report.

It is recommend for tenants to:

check the report carefully,

change anything they think is not correct on both copies,

keep a copy of the changes made, and

send a copy back within seven days of receiving it. If the tenant does not return the report within this time, it is considered the tenant has agreed with the one they were given.

When a tenant leaves the property, the lessor must give them another updated report completed at the final inspection within 14 days. A tenant must be given a reasonable opportunity to be present at the final inspection.

Forms

The Act sets forms and notices which must be used (prescribed) and others which can help with any issues such as an application to rent and breach notices.

3. Renting Mistakes to Avoid Before Signing a Lease

Finding the perfect property to rent can be daunting. Experts advise steering clear of these five things before signing a lease.

The apartment-hunting process can be daunting, but don't jump on a listing just to get it over with. Whether you're renting a room, an apartment, or a whole house, it's important to make your selection with care. This will help you avoid a situation where rent is due before you get paid each month, or a landlord that doesn't respond to maintenance requests. You don't want to be stuck in a lease you're not satisfied with.

Jack Gross, broker and owner of Better Homes & Gardens Cassidon Realty, is sharing five factors future tenants should avoid when looking to rent an apartment or house. Before you sign your next lease—no matter how perfect the unit may seem—consider these details before you put a deposit down.

1. Unclear Expectations

While some lease agreements may be quite lengthy, Gross warns tenants to avoid skipping the fine print that often contains important information.

"One of the largest areas where tenants make mistakes is in the fact that tenants don't read their lease, and they don't realize certain obligations that might be in there," Gross says.

Common information found in an apartment lease includes rent cost, when rent is due, late fee costs, lease duration, pet restrictions, and other obligations agreed upon between the landlord and the tenant. When renting a house, a lease will also include expectations about maintenance. If they aren't included in the lease, Gross suggests clarifying who will be shoveling snow, cutting the grass, and taking care of the house's exterior. Ask your landlord to include these things in the lease—before you sign—so you have the expectations in writing.

Before you sign [the lease], make sure you read it, and make sure you understand it," Gross says.

"And make sure you clarify any questions up front before signing the lease."

2. Poor Communication with Your Landlord

Another factor to consider when renting is the flow of communication with your landlord. Are they professional and easy to reach? Or is the landlord difficult to contact? Poor communication with a landlord is something all renters should avoid.



Gross advises if you are not satisfied with the communication with your landlord, you should follow up every contact in writing, whether that be email or text message. "If you're not feeling like [your business] is being handled properly, keep it in writing," Gross says.

3. A Deal That's Too Good to Be True

Gross warns future tenants to be wary of deals that seem too perfect—especially because rental scams, where property owners fraudulently advertise low-rent properties, are more prevalent than ever.

"If the rent seems really too good to be true, it probably is," he says. Because of the high rental scammer rates, Gross suggests always meeting the landlord and exchanging security deposit money face-to-face. Do not, under any circumstances, pay your security deposit over the phone or online, Gross warns.

4. DIY Maintenance Issues

While there are plenty of DIY projects that are renter-friendly, Gross says maintenance issues should always be left to the professionals. "Tenants should never take responsibility for doing repairs," he says. "Those should be done by the owner and only the owner."

Gross advises leaving maintenance to the owner in case a DIY project goes awry. For example, if a tenant tries to repair a leaky sink and accidentally causes further damage, they could be liable for the original cost of the item, plus the cost of the added damage. Leaving the heavy lifting to the landlord will ultimately save time and money for the tenant.

If your lease allows it, there is no problem with perking up your space through DIY projects, like adding peel-and-stick tile or creating a gallery wall—just make sure to leave the maintenance fixes to the landlord.

5. Settling for Less

"Just because you're renting, don't think it's not as important as when you're buying," Gross says. He recommends treating the apartment hunting process with the care and responsibility you would have if you were purchasing a house. While renting a property is temporary, Gross says it's still important to do your due diligence before and after you sign the lease. Make sure to keep your options open and do extended research into the property.

If you're looking into an apartment complex, Gross recommends talking to current tenants about their experience at the property and with the landlord. He also suggests viewing the property at different times to see what the community and surrounding area are like throughout the day and night.

Gross' best advice? Don't settle on what you want in an rental or lease agreement. If you are a pet owner, make sure pets are allowed. If you are looking for a year-long lease, don't settle for month-to-month—which often comes with a higher rate. You're investing in a lifestyle, and your living space will set the tone for your day-to-day life.

4. Do You Need A New Lease On Your Rental Property?

Apartment hunting can be stressful, especially if you live in a city with a tight rental market and low apartment vacancy rates. So it's no surprise that when you finally find a place that seems right, you may be in a rush to seal the deal.

I was on the phone one day with a property manager from Chicago. He called to talk about some problems he was having with getting his tenants to pay rent. I asked him what the terms of his leases were. He responded, "Leases? What leases? I never use a lease and I never will." I politely told him that there was nothing more I could do to help him.

Residential Leases

Lease agreements are the contracts that define the terms of the rental between the property owner/manager and a tenant. Without a signed lease agreement, there are no parameters that will govern what happens during the term of the rental if the event of disagreements or failure to pay rent.

Every type of rental needs a signed rental agreement, contract or lease. The agreement should contain language that defines the responsibilities of both the owner/manager and the tenant(s). It should also protect the owner/managers from the actions of negligent tenants. And at the very least it should define the term of the lease (start and finish date), fees, deposits, rent and what, if any, furnishings are included. If there are utilities included in rent they should be listed; it should also be stated if utilities are the tenant's responsibility. The names of all who will occupy the residential property should be listed and anyone over the age of 18 should be required to sign the lease. If there are amenities, like a pool or exercise room, meeting space, assigned parking or extra storage, there should be language explaining those amenities, approved usage and fees or rent to use them. A lease agreement may consist of several documents that are considered part of the lease agreement.



- The main lease agreement: This spells out the items I mentioned above. There could also be the following documents included for a residential lease:
- Addendum: Specific items like pools, washer dryer maintenance, storage units and parking assignments may not be included in the body of the lease agreement.
- Pet agreement: This states the details about approved types of pets, the pet's name, description, breed and license number. This comes in handy if more or different pets are found during an inspection or as a result of a complaint.
- Policies and vacating instructions: This document could contain general rules, like noise restriction times, phone numbers for utility companies that the tenant needs to contact for service and a schedule of wear-and-tear items, like painting and carpet, so that the tenant has an upfront idea of the type of amortization those items will have if damaged or needing replacement. Move-out instructions tell the tenant what the inspection will be and what needs to be done to pass that inspection for the various items.
- Guarantor agreement: Occasionally someone, especially first-time renters, does not have credit established or may have very bad credit. Usually, landlords will require someone to guarantee that rent is paid every month. Sometimes the tenant gives the guarantor rent money and the guarantor pays that rent on the tenant's behalf. In this case, a signed guarantor agreement must be included in the lease documents.

Any other document to describe special circumstances — for example, a waterbed agreement if the tenant is given permission to use a waterbed — can be added. Addendums can be added mid-lease if a situation comes up that requires a mutual agreement between the landlord/manager and the tenant.

The best leases explain where the deposits are held in trust, where to report repairs that are needed and who to contact in case of emergency. It will explain that the tenant is responsible for tenant-caused damage (usually called commissive waste) and how that bill for damage will be handled. If

there are late fees charged for rent paid late, that amount or percentage should also be clearly stated in the lease.

Leases should also include information relevant to inspection frequency, amount of notice needed when vacating, and any other rules that the manager/landlord feels are needed to let the tenant know what is expected during the tenancy.

Commercial Leases

There are several different kinds of commercial leases. There are net leases and gross leases and modified net leases. Most commercial leases can be made for multiple years. They will include escalation of rent clauses and dates that those escalations happen year over year. Other costs are also defined with terms and conditions. Usually, commercial tenants are responsible for making any improvements to the space at their own expense and for putting up their own signage. The lease may explain any rules or restrictions for signage. The lease agreement will usually include request and approval paperwork for tenant improvements and signage. The lease should also contain a description and floor plan of the space to be leased and may have a parking space diagram showing designated parking spaces.

Commercial leases are often written by lawyers who represent the owner of the commercial space. There can be all levels of complexity in the lease, from a one-page contract for a storage unit to a 36-page or longer lease document for an industrial manufacturing plant, spelling out every possible detail. The process of signing is slightly different than for residential rentals, in that the tenant/company renting has the opportunity to review and make changes to the lease, which the manager can then approve or modify. This process is considered essential because some leases for commercial space can be made for as long as 99 years.

Good lease agreements are a necessary part of the business of renting investment property, whether they are commercial, residential, storage, mini storage, mobile home parks, etc. Skipping this important step, or having inferior lease agreements when renting your property, could make the difference between the success or failure of the investment.

5. The Legal Aspects Of End Of Lease Cleaning

Understanding the legal aspects of end of lease cleaning may sound overwhelming to tenants, but it can help you know your cleaning duties and responsibilities at the end of your tenancy. This can prevent unwanted disputes between the two parties over the bond amount. According to the statistics, over 1200 rental disputes were accounted for in Perth in 2021-22, of which around 225 were related to cleaning. Due to a lack of awareness and half-baked cleaning, hundreds of tenants lose their hard-earned bond money each year. On the other hand, tenants who know their cleaning rights and responsibilities leave the property clean at the end of a tenancy. They hire professionals for expert vacate cleaning Perth to get the full bond back without any disputes. If you also want to pass your final inspection smoothly, understand the legal aspects of end of lease cleaning in this article and stay confident throughout the process.



What Are The Cleaning Obligations For Tenants In A Rental Agreement?

The end of lease cleaning obligations in Perth are regulated by the Residential Tenancies Act 1987 in Western Australia. It clearly states that a tenant or renter must leave a rental property to its original condition as it was at the start of a tenancy. As a tenant, you must eliminate visible dust, dirt and stubborn stains from surfaces like ceiling fans, walls, shelves, windows, blinds, kitchen appliances, carpets, floors, etc, using proper cleaning techniques. A rental agreement includes the minimum cleaning standards, such as:

Tackling dust particles and debris

Wiping down hard surfaces

Washing windows inside and out (if accessible)

De-greasing kitchen appliances, stovetops and walls

Cleaning and disinfecting sinks and faucets

Thoroughly cleaning bathroom surfaces

Disinfecting toilet seats

Vacuuming Carpets and rugs

Mopping Floors

Cleaning patio and garage areas

Note: A landlord has the right to deduct your bond money for cleaning and repairs. So, know your legal duties and responsibilities and be aware of all your rights in order to avoid unnecessary conflicts.

What Are The Legal Aspects Of Vacate Cleaning In Perth?

As a tenant, you must understand legal aspects before getting into the lease agreement. Here are some important aspects that will make things easy for you:

Thoroughly Read Your Rental Agreement

Most tenants lose their bond money because they don't read the rental agreement at the beginning of a tenancy. This document is a legal contract that includes the rights, responsibilities and duties of both parties, especially related to cleaning. So, carefully read your rental agreement and check the specific cleaning requirements during the move-out process. This will help you carry out the job with perfection. You can even book seasoned vacate cleaners Perth for meticulous results and a hassle-free retrieval of bond money.

Carefully Check Before Signing The Entry Condition Report

According to the RTA in Western Australia, tenants or renters have a right to receive a property condition report from a landlord.

It basically covers the current condition of the property, such as:

The condition of air vents, walls, fittings and fixtures, windows.

The cleaning state of kitchen appliances, sinks and faucets

The condition of bathrooms

Any damage to the Property, etc.

As a responsible tenant, make sure you inspect the Property thoroughly, take photos and videos of dirt and damaged surfaces and attach them to the copy of an entry condition report. Keep a copy of it with you, as it can save you in case of rental disputes at the end of a tenancy.

Do Necessary Repairs- Fair Wear And Tear Is Acceptable

When you know your legal rights and responsibilities, you will understand that you are not liable to pay for normal wear and tear at the end of your tenancy. This includes:

Faded blinds and curtains

Faded walls

Minor marks on walls

Cracked window panes because of warped frames

Grout Caulking, etc

But make sure you fix the major damages caused by you during a lease period. Whether it is a broken window door or a leaky tap, hire a seasoned handyman in Perth and get things fixed, especially for urgent repairs before sprucing up your rental property.

Thoroughly Perform End Of Lease Cleaning

It is one of the major responsibilities of a tenant when vacating a rental property. They are obliged to follow the highest end of lease cleaning standards and return the property in a clean condition. This type of cleaning is different from regular house cleaning. It requires more attention, precision and

skills to cover all nooks and crannies according to the set standards. Therefore, most tenants book a reliable company for the best vacate cleaning Perth. They follow a pre-approved cleaning checklist and bring cutting-edge equipment to eliminate dust, dirt, grime and grease from almost all surfaces, such as hard-to-reach areas, upholstery furniture, carpets, kitchen appliances, bathroom grouts, etc. You can hire them and pass your rental inspection with ease. But before that, ask important questions when choosing a cleaning company and stay relaxed during the process.

How To Resolve Rental Dispute And Retrieve Your Bond Money?

Rental disputes due to cleaning and other factors can easily be resolved in Western Australia. If both parties don't agree with the bond amount or inspection report, they can go to the Western Australia Civil and Administrative Tribunal. If you face a dispute at the end of your tenancy, contact the SAT in Western Australia and provide all the necessary documents and evidence (a copy of an entry condition report, photos and videos). They will review the report, listen to both parties and make a final decision depending on submitted documents and evidence. If you want to get your full bond back, hire professional cleaners who have at least 5 years of experience in their field and can help you pass the rental inspection.

With the help of this guide, you can get familiar with the key legal aspects, duties and responsibilities of a tenant related to end of lease cleaning. Keep these aspects in mind and move out of your leased property in Western Australia without rental conflict.

6. The Ultimate Move-Out Cleaning Checklist

No matter if you're relocating to a new apartment or buying a new house, moving can be pretty stressful. When you have a lot on your mind—packing up, picking renters insurance plans, changing your mailing address—cleaning when moving out can quickly fall down to the bottom of your to-do list.

While hiring a cleaning service can help you check off this task, handling it yourself will save you some money and lets you tackle the cleaning on your own schedule. We've made it easier by compiling this move-out cleaning checklist below so you can quickly make sure you have all of the frequently forgotten spots covered.

Why You Need to Clean

Whether you've sold your home or are just handing the keys back to a landlord, a moving clean-out is almost always required. In the former case, there is probably a clause in the contract stipulating that the house will be completely clean before the new owners move in.

If you're a renter who is relocating, cleaning before you move out is important to get your security deposit back and to avoid a cleaning fee from your landlord or the building's management company. Before you start scrubbing, confirm what the expectations are. Sometimes management will provide their own cleaning list for you, and some leases will even state upfront what the costs will be if the place isn't properly cleaned before you move out.



Cleaning Tips

Clean From Top to Bottom

Just like we recommend for your regular cleaning routine, dust surfaces high up in the room, like ceiling fans or shelves, before cleaning lower surfaces, like floors. This way, you won't accidentally waft dust onto just-cleaned areas.

Work in Stages

Depending upon how large the space is, cleaning all at once may be overwhelming. Break it up into chunks of time, starting with the areas you'll use the least between now and move-out day, such as a guest bedroom.

Allot Time for Last-Minute Cleaning

Even if you clean in advance of the move-out day, there are some things you'll have to clean right before you leave, like the bathroom. Remember that once the furniture is moved out, you'll likely have to sweep up the dust bunnies that are uncovered.

Move-Out Cleaning Checklist

Throughout the Home

Dust the ceiling fans. Try the pillowcase trick or this looped duster.

Remove any nails or screws from the walls. If you used hardware to hang up artwork or shelves, now's the time to remove them and fill the holes with putty.

Wipe down walls and molding. A dry microfiber mop will make quick work of this. Grab a Mr. Clean Magic Eraser to get out any scuffs or marks.

Clean the windows and wipe window ledges.

Wash the doors and wipe them down with a damp microfiber cloth.

Sweep and vacuum, then mop the floors.

Dust any vents or exhaust fans.

Dust blinds or window treatments (if you're leaving them).

In the Kitchen

Empty out and clean the refrigerator. Have a cooler ready for any food you want to transport to your new place.

Clean the oven and stovetop.

Refresh the dishwasher by running it through a normal cycle with a dishwasher cleaner.

Scrub and disinfect the sink (and the garbage disposal, if you have one).

Wipe down and disinfect the countertops.

Clear out the cabinets. Once emptied, vacuum up any crumbs inside the cabinets, then wipe down the cabinet fronts and knobs.

In the Bathroom

Steps to Clean Your Bathroom

Clear the Surfaces

The bathroom will be easier to clean if you clear items from the surfaces.

Pick up any towels, bath rugs, or laundry that is on the floor and put them in a hamper.

Clear the vanity countertop as much as possible

Gather and remove the products in the shower or sitting along the edge of the tub.

Remove the trashcan and any decorative items.

Start Dry and at the Top

Removing dust and loose dirt from surfaces will make cleaning easier. No need to push that dirt around.

Use a disposable duster to dust light fixtures and the bathroom exhaust fan.

Dust off the shower rod or top of the enclosure and towel bars.

Dust the window sills, door frames and trim, and baseboards.

Dust the top of the toilet tank, shelves, and counters.

Sweep or vacuum the floor to remove hair and loose dirt.

Let the Cleaning Products Do Their Job

You will have less scrubbing to do if you let the cleaning products do their job first. They need time to work before you start scrubbing.

Spray the shower/tub so the cleaning product can begin the process of breaking the bond between the soap scum and the surfaces.



Add the toilet cleaner to the bowl.

Clean Each Room Surface

Start by cleaning the vanity countertop, the sink(s), and faucet hardware with an all-purpose bathroom cleaner and a microfiber cloth. Don't forget to check and clean the front of the vanity or sink for smudges and dirt. Replace any products you removed before starting to clean.

Use a glass cleaner and a lint-free microfiber cleaner to clean the mirror.

Go back to the shower/tub area and scrub the walls, floor/tub, and plumbing fixtures. Rinse well. Don't forget the shower door track if you have one and for a glass enclosure, use a squeegee or towels to dry it completely so there will be no water spotting. Replace any shower products you removed before cleaning the area.

Now, scrub the toilet. Use a brush and scrub the bowl and under the bowl rim. Use disinfecting wipes to clean the handle, seat, and outside of the toilet.

Mop the Floor

Use the appropriate floor cleaner for your bathroom floor (wood, ceramic tile, natural stone) and mop the floor.

Allow it to dry and replace the trash can, freshly washed towels and bath rugs, and decor.

Scrub the shower.

Clean the sink and faucet handles.

Don't forget the toilet! First, scrub the bowl, then wipe down the outside, including the tank.

Clear out and clean any cabinets.

Outside

If you have a lawn, mow the grass.

Sweep the patio, porch, stoop, and front walkway.

In the Laundry Room

Clean and deodorize the washing machine. Then clean the outsides of both the washer and dryer.

7. Conclusion

In conclusion, "Guide: What Tenants Must Know Before Signing a Rental Agreement" serves as an indispensable resource for tenants in Perth, WA. By providing essential insights into rental agreements, this guide empowers tenants to approach the rental process with confidence and clarity. Armed with knowledge about lease terms, responsibilities, and legal rights, tenants can navigate potential challenges and ensure a successful tenancy experience in Perth. Whether you're embarking on your first rental or seeking to enhance your understanding of rental agreements, this guide equips you with the information needed to make informed decisions and protect your interests as a tenant.

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