



LIVING IN A RENTAL HOME

HELP FROM CONSUMER PROTECTION

Call 1300 30 40 54 or visit consumerprotection.wa.gov.au for advice on:

Rental laws and agreements
Bond and rent disputes
Repairs and maintenance
Rent increases
Domestic violence protections
Ending a tenancy

BEFORE YOU MOVE IN

- Connect electricity, gas, water, and internet
- Review the Property Condition Report (PCR) and take your own photos
- Report any existing damage in writing

PAYING RENT

Must be paid on time, in the agreed way

If rent is late:

- Form 21: 14 days to pay
- Form 1B: 7 days to pay or vacate

If you're struggling, speak to your landlord early and confirm any payment plan in writing

RENT INCREASES

Periodic lease: One increase every 12 months, with 60 days' written notice

Fixed-term lease: Increase must be in the lease with a clear method and 60 days' notice

From 29 July 2024: All new or extended leases must allow at least 12 months between increases

You can challenge unreasonable increases through the Magistrates Court

PAYING BILLS

The tenant is responsible for: Electricity, gas (including bottled), water usage, and internet

The landlord is responsible for: Council rates, strata levies, or agency fees

Landlords must send bills within 30 days. Late bills do not have to be paid

SHARING YOUR RENTAL

You must notify your landlord about who lives in the home

Sub-letting: You rent to others

Co-tenancy: All tenants sign the same lease

Rooming: Each person signs a separate agreement with the landlord

PRIVACY AND ENTRY

Landlords must provide proper notice before entering:

- 7–14 days for routine inspections
- 3 days for non-urgent repairs
- Reasonable notice for viewings (only in the final 21 days of tenancy)
- Entry without notice is not permitted

REPAIRS AND MAINTENANCE

Landlord is responsible for: Structure, plumbing, fixtures, hot water, gutters, firebreaks, and pest issues not caused by you

Tenant is responsible for: General cleaning, lawn and garden care, replacing light globes, and window cleaning

Urgent repairs (e.g. no hot water, sewerage, electrical issues) must be done within 24–48 hours. If not, you can organise repairs and seek reimbursement. Keep receipts



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MAJOR DAMAGE

If the home becomes unliveable:

- You can end the lease with 2 days' notice
- Or negotiate reduced rent if you choose to stay during repairs

MAKING IT YOUR HOME

You need written approval to:

- Make minor changes (e.g. install flyscreens, hang pictures)
- Anchor furniture (unless the landlord does not respond within 14 days)
- Keep pets (may be subject to conditions)
- If permission is unreasonably refused, you can apply to the Commissioner for review

POOLS AND SPAS

The **landlord** must provide a compliant safety barrier

The **tenant** is responsible for daily maintenance unless agreed otherwise

Even small pools over 30 cm must meet safety regulations—permission is required before installing one

HEALTH AND SAFETY

- Mould from leaks or structural issues is the landlord's responsibility
- Ventilation and general cleanliness are the tenant's responsibility
- If the property was used for drug manufacturing, the landlord must inform you

FAMILY AND DOMESTIC VIOLENCE

If affected by family violence, tenants can:

- Leave with 7 days' notice
- Apply to remove the perpetrator from the lease
- Change locks or increase security without consent (some conditions apply)
- Seek protection from rent debts caused by FDV
- Visit Safe Tenancy WA for more information

BREACHES AND COMPLAINS

Tenant breaches may include unpaid rent, damage, or not following lease terms

Landlord breaches may include unlawful entry, failing to repair, or demanding early rent

Both parties can issue written notices or seek help from Consumer Protection or the Magistrates Court

TENANT CHECKLIST

- Pay rent and bills on time
- Keep the home clean and report issues early
- Do not make changes without written permission
- Keep records of all communication
- Know your rights and act on them