

# standard residential property lease



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|---|------|--|
| <b>Light Globes</b>                             | 2.23 | The Tenant agrees to replace all broken light globes and fluorescent tubes and ensure they are in good working order.  |
| <b>Maintenance - Gardens</b>                    | 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.   |
| <b>Maintenance - Swimming pool, Spa</b>         | 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.   |
| <b>Damage and Disrepair</b>                     | 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.  |
| <b>Repairs</b>                                  | 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.   |
| <b>Insurance</b>                                | 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.  |
| <b>Excess on insurance</b>                      | 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.                                      |
| <b>Alterations to the Premises</b>              | 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.   |
| <b>Purposes other than dwelling</b>             | 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.  |
| <b>Water beds, Aquarium, Swimming Pool, Spa</b> | 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.                       |
| <b>Laundry</b>                                  | 2.33 | The Tenant shall not hang or display any laundry or other articles on the balcony or verandah.   |
| <b>Non assignment</b>                           | 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.  |
| <b>Indemnify the Owner</b>                      | 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. |

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## 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 :  \$

Tenant Contribution \$

D.H.W. Loan \$   
(Department of Housing & Works)

Pet Bond  \$

Rent paid to  \$

Other  \$

Other  \$

**SUB TOTAL** \$

Less Option Fee \$

**BALANCE OWING** \$

Receipt No

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**STANDARD RESIDENTIAL PROPERTY LEASE**  
**Annexure to Schedule**

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*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:

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## ANNEXURE "A" - SPECIAL CONDITIONS

This is the Annexure referred to in the Standard Residential Property Lease Schedule

Ⓢ ADDRESS OF PREMISES 29 BARRGANA ROAD, CABLE BEACH

Ⓢ TENANT'S NAME – LLOYD EUGENE BRANDON AND STACEY-ANN PATRICIA BRANDON

### SPECIAL CONDITIONS:–

- Approval for** Lloyd Eugene Brandon and Stacey-Ann Patricia Brandon to reside in the property has been granted and they are the only permitted occupants of the property. No other person is permitted to occupy the property without the prior written approval of the Owner or Agent.
- Air Conditioning:** For optimum cooling performance it is recommended that thermostats on air conditioning controls be set between 24 – 26 degrees with ceiling fans on a medium to high speed. As Broome is located in a tropical Climate Zone so it is important to ensure air conditioner thermostats are not set below 24 degrees as this may cause the unit to freeze up and therefore will not work effectively.
- Air Conditioning Filters:** The Tenant is responsible for washing the air conditioning filters and wiping clean the grills and covers regularly (suggested fortnightly) to remove dust build-up which can affect the performance of the unit. If air conditioner filters are found to not have been cleaned any repairs may be deemed Tenant liability.
- Batteries** – The Tenant acknowledges they are responsible for maintaining the batteries at the property at all times (e.g. smoke alarms, air conditioner remote control, reticulation controls)
- Cleaning:** The Tenant agrees to undertake a regular cleaning program with particular attention to the latticework and wooden floors to ensure they are returned in the same condition at the end of the tenancy.
- Carpet Cleaning:** The Tenant agrees to have all of the carpets at the premises professionally cleaned at the expiration of the tenancy. We recommend *Broome Carpet & Tile Cleaning* or *Blue Seas Cleaning Service* as approved carpet cleaning Contractors. The Tenant is required to provide a receipt to the Agent upon vacating the property. The Tenant must seek prior written approval from the Agent for the use of a substitute carpet cleaning contractor.
- Carpets:** The Tenant is aware that pot plants are not to be placed on any of the carpet, nor is the Tenant permitted to iron clothes on the carpet. Any damage may warrant the replacement of the carpet at the Tenant's expense.
- Ceiling Fans:** The Tenant agrees to keep the blades of all ceiling fans in the property free from dust at all times.
- Electricity at Commencement of the Lease:** The Tenant confirms they will contact Horizon Power and arrange for the connection of electricity in their name within 24 hours from the date of the lease commencement.
- Electricity at Termination of the Lease:** The Tenant is aware that at the termination of the Tenancy, electricity must be retained at the property for 1 (one) business day after the scheduled Final Bond inspection to allow the Agent sufficient time to compare the condition of the property being returned. Failure to retain the electricity may result in the electricity being reinstated at the Tenant's costs with associated costs deducted from the Tenant's security bond.



- External walls:** The Tenant agrees to wipe down the colourbond walls on the outside of the dwelling at the end of the tenancy to ensure there are no cobwebs or dirt. They are also required to remove cobwebs from external patio ceilings and surrounds.
- Flooring:** The tenant acknowledges that particular care will be taken not scratch or damage the wooden flooring and will refrain from wearing shoes that have heels that may cause such damage. Felt protectors are required to be placed under all furniture, in the event the floors are marked by the tenants negligence they may be liable to pay for the cost of repairs.
- For Sale:** The Tenant agrees that in the event of the property being listed For Sale at a later date, they will allow prospective purchasers, (accompanied by a licensed Sales Representative), to view the property, provided reasonable notice is given and to present the property in a neat and tidy condition.
- Inspection:** The Tenant acknowledges having inspected the subject property prior to making an application for tenancy and accepts the condition of the property as found on the inspection or as negotiated at the time of the lease.
- Keys – Gaining access:** The Tenant authorises the Agent to use a spare key to enter the property in their absence, if required either in an emergency or for an inspection, after the required notice has been issued.
- Keys - After hours call outs:** The Tenant acknowledges that if they lock themselves out of the property, not in normal business hours, they will be required to contact a locksmith at their own expense to enable them to gain access. The Tenant acknowledges they are not permitted to change the locks without the consent of the Owner.
- Keys – at the Termination of the Tenancy:** The Tenant is aware that at the completion of the tenancy, rent will be charged until all of the keys to the property are returned to the Agent. The Tenant is aware they are required to advise the Agent of a forwarding address.
- Kitchen Bench Tops:** The Tenant acknowledges the kitchen bench top is in good condition with no significant marks or scratches. The Tenant is aware that any damage to the bench top made during the Tenancy will be at the Tenant's expense.
- Lawns & Gardens – Photos retained by Agent:** The Tenant is aware that the Agent has taken photos of the lawns, gardens and garden beds which will be used as a record of the condition at the commencement of the lease. The Tenant agrees not reduce the current watering program on the property as this may adversely affect the condition of the lawns and gardens. Should the condition of the lawns and gardens have deteriorated from the commencement of the lease, the Tenant is aware that they will be responsible for replacement of similar plants of a similar size or to compensate the Owner and the determined amount will be deducted from their security bond.
- Lawns & Garden – Edges and Garden Beds –** The Tenant acknowledges the kerbing around the garden beds of the leased property and the lawn edges are neat, trimmed and the garden beds are free from couch grass/weeds. The Tenant acknowledges they are required to maintain the lawns and gardens in a similar condition during the Tenancy and to ensure they are returned in a similar condition at the end of the tenancy (i.e. neat, trimmed and no couch grass/weed infestation). The Owner has approved the use of "Round Up" as an ongoing treatment for the couch grass/weeds.
- Lawns Clippings -** The Tenant acknowledges lawn clippings are not to be placed in the garden beds and must be removed from the property during and at the end of the tenancy.
- Lawns – Verges –** The Tenant acknowledges that pursuant to 2.24 the maintenance of the lawn and gardens on the verge area adjacent to the property is deemed the responsibility of the tenant and the Tenant agrees to maintain the verge area in the same manner as the front lawn area.

- Lawns & Gardens:** Should the tenant fail to maintain the lawn and garden. A gardener will be contracted to attend fortnightly, 50% of invoice at tenant cost.
- Maintenance:** The Tenant is required to report all maintenance **in writing** by completing a Maintenance Form and submitting to the Agent. A Maintenance Form is available on-Line 24 hours a day/7 days a week or by sending an email to our office or by completing a Maintenance Form and submitting to our office. Maintenance verbally reported cannot not be accepted unless in the case of an emergency item.
- Maintenance:** The Tenant is required to report all maintenance in writing **within 3 working days** of becoming aware of the problem. Failure to report the maintenance within 3 days may result in the Tenant being liable for further damage caused.
- Maintenance - Calcification of Sinks, Showers and Baths is a Tenant Obligation** - The Tenant is aware that hard water and water calcification is a hazard in Broome, caused by the build-up of calcium and lime deposits not being removed regularly. Pursuant to section 2.20 Maintenance of Chattels, it is a Tenant's responsibility to ensure that any fixtures and fittings are required to be maintained in the same condition as the beginning of the tenancy which includes no water calcification stains around sinks, showers and bath which should be scrubbed regularly to remove a build-up of the deposits. If left too long the water calcification stains will become permanent and can be expensive for the Tenant to remove at the end of their lease. It is recommended that a paste of vinegar and baking soda is made and scrubbed on to the water calcification stains; let the paste set for 15 minutes. Then wash away the paste with water and a scrubbing brush. Regular attention (i.e. weekly) is required to ensure the mineral deposit does not build up.
- Marketing Images:** The Tenant acknowledges the Agent may need to take updated digital images for the purpose of marketing the property when notice has been given that the Tenant is vacating.
- Modifications:** The Tenant acknowledges all modifications to the leased premises will be at the Tenant's cost. ALL modifications will need to be approved in writing prior to the Tenant undertaking any modifications. The Tenant acknowledges that at the termination of the Tenancy the Tenant may be required to make good any modifications at their expense unless advised in writing by the Agent.
- National Tenancy Database:** The Tenant is aware they will be lodged on a National Tenancy Database should there be a substantial breach of the Tenancy Agreement and such lodgement would remain in place until such time as any debt owing to the Owner has been paid in full.
- Parking of vehicles:** The Tenant acknowledges that no vehicles are to be parked or driven on the lawns. Failure to do so may incur a cost for reticulation repairs and resultant lawn damage being charged to the Tenant.
- Periodic Inspections:** The Tenant is aware that the Agent will carry out the first inspection of the property approximately six (6) weeks after moving into the property and generally every three (3) months thereafter however the Owner may from time to time request an additional inspection if they have specific concerns or are visiting Broome.
- Pets:** The Tenant acknowledges that NO PETS are permitted at the property at ANY time during the Tenancy.
- Photos at Inspections** - The Tenant is aware that photographs will be taken of the Owner's property during routine inspections that support or reflect the state and condition of the premises.
- Pictures and Posters** -- The Tenant acknowledges that no Blue Tac, thumb tacks, 3M hooks or any other items are to be placed on or attached to the walls or ceilings without the written consent of the Agent/Owner.



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- Rent review** The Tenant acknowledges that the rent will be reviewed at six (6) monthly intervals during the period of the Tenancy with the first rent variation, if deemed appropriate, to take effect on 25/03/2013. Rent increases will be determined by the Market Value for a comparable local property but will NOT be less than the amount specified on the front page of this lease.
- Reticulation:** The Tenant acknowledges they are responsible for regular checking of the reticulation (i.e. checking sprinkler heads/trickle heads/sprayers, drippers are not blocked or broken and clearing blocked sprinklers). In the event the reticulation should malfunction, the Tenant is required to hand water adequately and regularly to ensure the garden is maintained until such time as the repair to the reticulation can be remedied. Failure to do so may result in the tenants being responsible for replacement of plants that have died due to a lack of water.
- Reticulation:** The Tenant acknowledges they will engage a reputable reticulation contractor at the end of the Tenancy to check that the reticulation has been handed back in a good condition as noted at the commencement of the lease. The cost is at the Tenants expense and the report/receipt is to be submitted to the Agent upon vacating the tenancy. If the Tenant has not provided the Agent with this Report, then Tenant acknowledges the Agent will undertake this inspection and the associated cost will be deducted from the security bond.
- Rubbish Bins/Receptacles:** The Tenant acknowledges they will ensure that the rubbish bins will be left empty and in a clean/sanitized condition at the end of the lease. Failure to do so may result in these costs being deducted from the security bond.
- Rubbish Bins/Receptacles:** The Tenant acknowledges that they will be responsible for the cost of a replacement rubbish/recycle bin in the event of any damage to the bin or if a bin is removed during the tenancy.
- Smoke Free:** The Tenant is aware that smoking inside the dwelling is strictly prohibited at all times. Any re-painting or deodorising required will be at the Tenants expense.
- Smoke Alarm:** The Tenant acknowledges their obligations regarding the maintenance of Smoke Alarms:
  - The grille area of the smoke alarm to be cleaned every 3 months using a vacuum cleaner to remove dust or debris (do not use a brush as that just pushes the dust into the sensor)
  - A smoke alarm is required to emit a warning signal before the battery fails, usually a chirping sound therefore batteries be replaced at least once a year to ensure correct operation. It is recommended that you change your smoke alarm battery at the same time each year using a Birthday, Christmas or some other significant date to remind you.
  - Tenant is responsible for cleaning, testing and the replacement of batteries in battery powered smoke alarms. Tenants are not responsible for the replacement of batteries in 'hard-wired' smoke alarm systems that have battery back-up. This is the responsibility of the Landlord.
  - At NO time can a tenant remove or relocate the smoke alarm or do anything to interfere with the alarm's warning sound.
  - At NO time can the tenant remove the batteries unless they are replacing them. If the tenant is physically unable to change the battery the tenant is required to notify the Agent/Owner as soon as practicable after becoming aware of the need for it to be replaced.
- Stainless Steel Items** – Any stainless steel appliances installed in the property (sinks, dishwashers etc) must be cleaned only by an approved stainless steel cleaning product. Any damage will be at the Tenant's expense.
- Swimming Pool (portable pool/spa):** The Tenant agrees not to install any body of water such as a portable pool, spa or pond exceeding 300 mm in depth. Such installation requires full isolation pool fencing to be erected and approved by the Shire of Broome to ensure it is compliant therefore permission will not be granted to the Tenant from the Owner.



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- Timber Decking:** The Tenant acknowledges the varnished timber decking at the property is in good condition at the commencement of the lease. The Tenant is aware that pot plants without drip trays are NOT to be placed on the timber decking and that the hosing down of the decking is to be limited to minimise water damage. Care should be taken by the Tenant to ensure that no calcification is allowed to build up on the timber boards from water drying on the boards. Any damage resulting from these actions may require the replacement or revarnishing at the Tenant's expense and deducted from the security bond.
  
- Telephone Contact Number:** The Tenant is to provide to the Agent an accessible contact telephone number at all times. Accessible phone numbers means that any phone calls made by the Agent to the Tenants phone number which are met with an answering response, rather than answered personally or text messages sent by the Agent to the Tenant, are responded to within 24 hours of the message being left.
  
- Telephone Lines:** The Tenant acknowledges the property is new and as such there has been no previous telephone connection. The Tenant agrees to arrange for the connection of the telephone line (1 line only) and the Owner will reimburse the Tenant to a maximum amount of \$150.
  
- Termites:** The Tenant acknowledges they are required to report any new or active termite workings to the Agent.
  
- Vacating Notice:** We request the Tenant provide 21 days' notice should they intend to vacate at the end of their fixed-term tenancy. The Agent will contact with the Tenant formally seeking the Tenant's intentions prior to that time. All communication is required to be in writing.
  
- Visitors and Guests:** The Tenant is aware they are responsible for the actions of any of their visitors and guests in relation to the property.
  
- Water consumption:** The Tenant is aware that water consumption will be charged on a pro-rata basis and water accounts must be paid to the agent not the Water Corporation. .
  
- Water consumption - Special Read -** The Tenant acknowledges the standard Water Corporation fee for the supply of a Special Water Reading account will apply at the end of their tenancy. Applicable Water Corporation costs will be deducted from the security bond.
  
- Water Corporation Watering Roster:** The Tenant acknowledges the watering requirements issued by the Water Corporation of WA which states that all communities in Western Australia north of Kalbarri and Kalgoorlie are subject to an alternate day watering roster.  
Water Hours - You may only water once either before 9am or after 6pm.
  - House number ending in 9 – Water on 1st, 3rd, 5th, 7th, 9th, 11th, 13th, etc. of the month
  
- Wet Areas:** The water in Broome has a high mineral content, and as such can cause permanent staining. The Tenant agrees to dry all wet areas after use to minimise staining to shower glass, tiles throughout bathroom, laundry and kitchen sinks and basins; bath tubs and spas, laundry and kitchen floor and wall tiles.
  
- Window locks:** The Tenant acknowledges that if they wish to install window locks, the Tenant is required to do so at their own expense and only after such installations have been approved in writing by the Owner. The Tenant must ensure that the window locks are professionally installed, keyed alike, and, that a spare key is given to the Agent.



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**Wish to Terminate Your Lease Early?** Should the Tenant request to break- lease during the tenancy, the following penalties are applicable:

- Payment of rent up to the date that a new lease commences or expiry of the current lease – whichever comes first.
- Maintain the property (including electricity for reticulation of lawns and gardens) even if Tenant is NOT living in the property up to the date the new lease commences or the end of this existing lease – whichever comes first.
- Reimbursing the Owner the unexpired portion of the Letting Fee paid by the owner at the commencement of the tenancy.
- Reimbursing the Owner for the final inspection fee and the inventory fee.
- Reimburse the Owner for all advertising costs incurred in reletting the property

**This is Annexure "A" referred to in the tenancy agreement and the Tenant (s) accepts these Special Conditions.**

TENANTS SIGNATURE: \_\_\_\_\_ DATE: 12/9/12

TENANTS SIGNATURE: \_\_\_\_\_ DATE: 18/9/12

PROPERTY MANAGER'S SIGNATURE: \_\_\_\_\_ DATE: 18/9/12

WITNESS SIGNATURE: \_\_\_\_\_ DATE: 18/9/12

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**Hennessy, Caitlyn**

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**From:** [REDACTED]  
**Sent:** Tuesday, 11 September 2012 2:42 PM  
**To:** Perth Housing  
**Subject:** RE: House Activity Log [SEC=UNCLASSIFIED]

Hi Caitlyn

Thanks for the advice. I do have an enduring power of attorney however, if I use this to also sign the lease on behalf of [REDACTED] the real estate agent will require their solicitor to get involved. Its probably just as quick if I wait until [REDACTED] is back and get the DHA form and a copy of the lease to you on the 20th.

Kind regards.

[REDACTED]

---

**From:** Perth.Housing@dha.gov.au  
**To:** [REDACTED]  
**Subject:** RE: House Activity Log [SEC=UNCLASSIFIED]  
**Date:** Tue, 11 Sep 2012 04:32:33 +0000

Good Afternoon,,

Unfortunately unless you have enduring power of attorney the form will need to be signed by [REDACTED] as he is the serving member.

I will be sure to keep a look out for the form to come through around the 20<sup>th</sup>.

Thank you

Kind Regards

**Caitlyn Hennessy** | Housing Consultant

Perth | Defence Housing Australia

Unit 43, Level 1, Fremantle Malls

27-35 William Street, Fremantle WA 6160

Tel: 139 342 | Fax: 02 6222 2219

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

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

---

**From:** [REDACTED]  
**Sent:** Monday, 10 September 2012 11:46 AM  
**To:** Perth Housing  
**Subject:** RE: House Activity Log [SEC=UNCLASSIFIED]

Thanks Josie.

Unfortunately [REDACTED] is on exercise until 20 Sept. I'm guessing he will need to sign the form therefore, we will complete and sent it to you on the 20th. I understand that being so close to our move in date there might be some delay in pay adjustment. I have tried to make sure we will be able to cover ourselves for the rent for a couple of pays until it is sorted.

If you are able to process the form using my signature only please let me know and I will get it to you asap.

Kind regards.

[REDACTED]

---

From: [Perth.Housing@dha.gov.au](mailto:Perth.Housing@dha.gov.au)  
To: [REDACTED]  
Subject: RE: House Activity Log [SEC=UNCLASSIFIED]  
Date: Fri, 7 Sep 2012 08:41:27 +0000

Good Afternoon [REDACTED]

Thank you for your e-mails. To commence your rent allowance we require a copy of the attached Notification of Housing Change Form. We will also require a copy of the lease and initial rent receipt once you have these.

If you have any queries please let me or your case manager Caitlyn Hennessey know.

Kind Regards,

**Josie Castle** | Senior Housing Consultant  
Perth | Defence Housing Australia  
Unit 43, Level 1, Fremantle Malls  
27-35 William Street, Fremantle WA 6160  
Tel: 139 342 | Fax: 02 6222 2219  
[perthhousing@dha.gov.au](mailto:perthhousing@dha.gov.au) | [www.dha.gov.au](http://www.dha.gov.au)

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

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**From:** [REDACTED]  
**Sent:** Tuesday, 4 September 2012 3:23 PM  
**To:** Saksida, Jamie  
**Cc:** Webb, Brylie; [REDACTED]  
**Subject:** RE: House Activity Log [SEC=UNCLASSIFIED]

Hi Jamie

Thank you for your prompt reply. I will continue to search based on this information, although unfortunately I haven't been able to find anything suitable for around \$750 thus far. As it is likely that we will be out of pocket by quite a bit more then originally anticipated, a bond advance will really help if this is at all possible.

Kind regards.

---

**From:** [Jamie.Saksida@dha.gov.au](mailto:Jamie.Saksida@dha.gov.au)  
**To:** [REDACTED]  
**CC:** [brylie.webb@dha.gov.au](mailto:brylie.webb@dha.gov.au)  
**Subject:** Re: House Activity Log [SEC=UNCLASSIFIED]  
**Date:** Tue, 4 Sep 2012 03:58:15 +0000

Hi [REDACTED]

I have had a look into the rental market and REIWA to ascertain a market ceiling in Broome. I believe taking into account current rental properties that a fair ceiling would be **\$750 per week**. As mentioned earlier, extra rent monies ontop of this ceiling would be at your expense.

Please feel free to contact me if you require any assistance. I will refer your question regarding a bond advance to the allocations team.

Please keep tracking properties that you see, inspect and apply for as market based evidence.

Kind regards,

Jamie Saksida

Sent from my iPad

**From:** [REDACTED]  
**To:** "Saksida, Jamie" <Jamie.Saksida@dha.gov.au>  
**Cc:** [REDACTED]  
**Subject:** FW: House Activity Log [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi Jamie

Thank you very much for your assistance in resolving our housing problem. As discussed, we would like to confirm that we are prepared to fund and effect our own removal from [REDACTED] to a house at Cable Beach.

[REDACTED] was busy looking at all available 3 or 4 bedroom houses at Cable Beach yesterday and the day Wednesday. We are very keen to get the matter resolved before I deploy on an activity for the majority of September, therefore [REDACTED] has submitted an application for the only suitable one she was able to locate thus far. Whilst the real estate agent is accessing our application if you could please provide us with the agreed rent ceiling for this property that would be great. Nearly all of the houses we have inspected have a clause that states that the rent is subject to a 6 month review, I gather this is the case because of the amount of large projects in the pipeline and the the nature of the work opportunities that could arise.

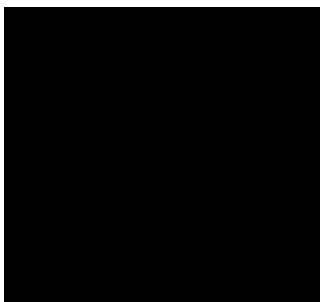
Couple of questions.

If the outcome of rent reviews forces our rent up do we foot the bill ?

Are we entitled to the bond advance for RA ?

Please find attached the inspection activity log for all available 3 or 4 bedroom houses at Cable Beach. As you will see, the prices vary from \$800 to \$1,700 per week. However, the issue we have found is finding a house for a 12 month lease without a pool or without being fully furnished. The house we have applied for is \$950 per week for 12 or 24 month lease.

Regards



[cid:012253900@31082012-0891]

---

From: [Jamie.Saksida@dha.gov.au](mailto:Jamie.Saksida@dha.gov.au)  
To: [REDACTED]  
Subject: My details  
Date: Wed, 29 Aug 2012 03:23:36 +0000

Hello [REDACTED]

Here are my details as requested.

Kind regards,

Jamie Saksida | Regional Manager - Perth  
Defence Housing Australia  
Unit 43, Level 1 27-35 William St  
(PO Box 1608) Fremantle WA 6160  
Tel: 08 92103401 | Mobile 0421 041 071  
Fax: 02 6222 2221  
[jamie.saksida@dha.gov.au](mailto:jamie.saksida@dha.gov.au) |  
[www.invest.dha.gov.au](http://www.invest.dha.gov.au) <<http://www.invest.dha.gov.au/>>

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<att430b7.bmp>

<HOUSE ACTIVITY LOG.xls>

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intmr01.dha.gov.au[25033072]



**Hennessy, Caitlyn**

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**From:** Saksida, Jamie  
**Sent:** Friday, 7 September 2012 4:20 PM  
**To:** [REDACTED]  
**Cc:** Perth Housing  
**Subject:** RE: Notification of Vacate Date - [REDACTED]

Hello [REDACTED]

Well that is good news, I'm very happy to hear that.

The allocations team will be in touch to arrange the necessary paperwork and I have advised Kelly Kessels to arrange a PVI, probably will be on 20<sup>th</sup> September I'm tipping.

All the very best to you and the I hope the move does go well.

Cheers,

**Jamie Saksida** | Regional Manager - Perth  
 Defence Housing Australia

Unit 43, Level 1 27-35 William St  
 (PO Box 1608) Fremantle WA 6160  
 Tel: 08 92103401 | Mobile 0421 041 071  
 Fax: 02 6222 2221  
 jamie.saksida@dha.gov.au | www.invest.dha.gov.au

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**From:** [REDACTED]  
**Sent:** Thursday, 6 September 2012 9:29 PM  
**To:** Saksida, Jamie; [REDACTED]  
**Subject:** RE: Notification of Vacate Date - [REDACTED]

Hi Jamie

I hope your well. We decided to continue with our rental application for a house for \$950 per week. Our application was accepted and I sign the lease on Monday; wow things do move fast in the real estate industry.

So I'm just giving you the heads up that we will be moving from [REDACTED] on the 25th Sept. Of course [REDACTED] will need to tie up the loose ends with the necessary paperwork as soon as he is home on the 20th Sept. I also understand that until such paperwork is submitted I'm guessing it will take a couple of pay periods to effect the salary adjustments.

Please let me know if you would like me to contact Kelly or notify anyone else.

Many thanks, the girls and I are really looking forward to our change in livelihood.

Stacey Brandon

---

**From:** [Jamie.Saksida@dha.gov.au](mailto:Jamie.Saksida@dha.gov.au)  
**To:** [REDACTED]  
**CC:** [brylie.webb@dha.gov.au](mailto:brylie.webb@dha.gov.au)  
**Subject:** Re: House Activity Log [SEC=UNCLASSIFIED]  
**Date:** Tue, 4 Sep 2012 03:58:15 +0000

Hi [REDACTED]

I have had a look into the rental market and REIWA to ascertain a market ceiling in Broome. I believe taking into account current rental properties that a fair ceiling would be \$750 per week. As mentioned earlier, extra rent monies on top of this ceiling would be at your expense.

Please feel free to contact me if you require any assistance. I will refer your question regarding a bond advance to the allocations team.

Please keep tracking properties that you see, inspect and apply for as market based evidence.

Kind regards,

Jamie Saksida

Sent from my iPad

**From:** [REDACTED]  
**To:** "Saksida, Jamie" <Jamie.Saksida@dha.gov.au>  
**Cc:** [REDACTED]  
**Subject:** FW: House Activity Log [SEC=UNCLASSIFIED]

UNCLASSIFIED

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[REDACTED] was busy looking at all available 3 or 4 bedroom houses at Cable Beach yesterday and the day Wednesday. We are very keen to get the matter resolved before I deploy on an activity for the majority of September, therefore [REDACTED] has submitted an application for the only suitable one she was able to locate thus far. Whilst the real estate agent is accessing our application if you could please provide us with the agreed rent ceiling for this property that would be great. Nearly all of the houses we have inspected have a clause that states that the rent is subject to a 6 month review, I gather this is the case because of the amount of large projects in the pipeline and the the nature of the work opportunities that could arise.

Couple of questions.

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Are we entitled to the bond advance for RA ?

Please find attached the inspection activity log for all available 3 or 4 bedroom houses at Cable Beach. As you will see, the prices vary from \$800 to \$1,700 per week. However, the issue we have found is finding a house for a 12 month lease without a pool or without being fully furnished. The house we have applied for is \$950 per week for 12 or 24 month lease.

Regards



[cid:012253900@31082012-0891]

---

From: [Jamie.Saksida@dha.gov.au](mailto:Jamie.Saksida@dha.gov.au)  
To: [REDACTED]  
Subject: My details  
Date: Wed, 29 Aug 2012 03:23:36 +0000

Hello [REDACTED]

Here are my details as requested.

Kind regards,

Jamie Saksida | Regional Manager - Perth  
Defence Housing Australia  
Unit 43, Level 1 27-35 William St  
(PO Box 1608) Fremantle WA 6160  
Tel: 08 92103401 | Mobile 0421 041 071  
Fax: 02 6222 2221  
[jamie.saksida@dha.gov.au](mailto:jamie.saksida@dha.gov.au) |  
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