



Department of Local Government,
Industry Regulation and Safety



Living in a rental home

A tenant's guide



A guide explaining your
rights and responsibilities
as a tenant.

How Consumer Protection can help

Contact us if you need help with:

- rental agreements;
- rights and responsibilities of tenants and landlords;
- bonds and rent increases;
- repairs and maintenance;
- family and domestic violence in a rental;
- help with issues while renting;
- requesting a pet or minor modification; or
- ending a tenancy.



About this guide

This guide helps you (a tenant) with making a rental house your home. It is a part of a set to help tenants understand their rights and responsibilities in different stages of renting a home. Other guides in this series include:

- **Looking for a rental home.**
- **Leaving a rental home.**
- **Getting help with rental home problems.**

For more detailed information, please visit our [website](#).

Understanding rental terms

Tenants are the people who live in the rental home under a rental agreement. Landlords rent out the home to the tenant, they can have an agent who manages it. Rental agreements (residential tenancy or lease) exist when a tenant is given the right to live in a home by the landlord in exchange for rent.

Rental laws

The rights and responsibilities for landlords and tenants in Western Australia are covered by the [Residential Tenancies Act 1987](#) and the [Residential Tenancies Regulations 1989](#), which Consumer Protection is responsible for.

The rental laws in WA apply to most rental homes and government housing. They do not apply to boarders and lodgers, most long-stay caravan and park home residents, retirement villages, holiday accommodation, hotels/ motels, colleges, educational institutions (unless a for-profit organisation provides the accommodation), hospitals/nursing homes, clubs, or certain homes for aged or people with disabilities.

Contacting Consumer Protection

If you are unsure whether rental laws apply to your agreement, contact Consumer Protection via email at consumer@lgirs.wa.gov.au or by phone on 1300 30 40 54.



Moving day

Before moving your belongings into your new home:



Check the utilities are connected (power, water, gas, phone, internet, TV aerial). Your agreement should explain if you need to pay for your use of utilities. You may need to set up accounts for each service.



Check the home carefully and note any damage you see. Take photos for your property condition report (see routine inspections).



Paying your rent



Your rental agreement should tell you:

- how much rent you will pay;
- how often it should be paid (weekly or fortnightly);
- when your first payment is due (set date); and
- your options for paying your rent (cash or bank transfer).

You are responsible for:

- Paying your rent on time. If you are paying by bank transfer, you may need to pay a few days earlier.
- Continuing to pay your rent until your agreement ends.



Your landlord cannot ask for any extra or early rent payments.

Overdue rent payments

If you miss a payment or pay your rent late, your landlord can issue you with a breach notice:

- [Form 21](#) Breach Notice for Non-payment of Rent which will give you up to 14 days to pay what you owe.
- [Form 1B](#) Notice of Termination for Non-payment of Rent, which will give you seven days to pay or move out.

Flowcharts showing step-by-step instructions on using these notices are available on our [website](#).



If you do not comply with a termination notice, your landlord can apply to the Magistrates Court to order you to move out. This may be recorded on a tenancy database and may make it difficult for you to find another rental home.

If you pay your overdue rent plus the court application fee before the court date, your landlord cannot continue with the action against you.

Your landlord cannot enter your home to take any of your belongings to recover what you owe.

If you are struggling to pay your rent, contact your landlord as soon as possible as they may be willing to negotiate alternative payment arrangements with you. Ask your landlord to put any agreed arrangements in writing.

If you need advice, call Consumer Protection on 1300 30 40 54.



Rent increases

How rent increases are managed depends on your agreement and when it was signed.

If you feel the rent increase is too high, you can apply to the Magistrates Court to have it reviewed. You will need to apply to the court within 30 days of the rent increase notice.

Periodic rental agreements (no fixed end date)

Rent increases can happen:

- Once every 12 months.
- If you were given 60 days' notice of the new rent amount and start date.
- If the notice of rent increase was on [Form 10 or 11](#).

You do not have to pay the increased amount if you are not given proper notice.

Fixed-term rental agreements (with a fixed end date)

If you have a fixed-term rental agreement, your rent can only be increased:

- If your agreement says rent increases may happen.
- If the agreement explains how the increase will be calculated. For example, a percentage of the rent, or by the rate of inflation.
- If you were given 60 days' notice.
- Once every 12 months (for agreements signed from 29 July 2024).

If you have an agreement signed before 29 July 2024, then the minimum 12-month period between rent increases will apply when the fixed term ends. Up until then the rent increases must be at least six months apart.

Your bond after a rent increase

If your rent increases, your landlord can ask you to pay a top-up to your security bond to make it equal four weeks of the new rent amount. They must give you 60 days' notice in writing.


Your landlord must lodge the funds with Bonds Administration and you will receive an updated bond certificate. If you do not receive the certificate within four weeks, call Bonds Administration on 1300 30 40 54 or email bondsadmin@lgirs.wa.gov.au.

Excessive rent

You can ask for your rent to be decreased in some circumstances:

Some of the property becomes unusable: if you can't use part or all of the home or its facilities available when you signed your agreement, you can ask your landlord to lower your rent until the problem is fixed. Facilities include taps, oven, stove, air conditioning, water heating, lighting, toilets, dishwasher etc.

Rent increase is excessive: if you think a rent increase is too much and a lot more than comparable rentals in your area.

More information about: **Paying rent** 

Paying bills

You do not have to pay management or administration fees such as for sending invoices or breach notices. You are also not responsible for local council rates, strata fees, water rates, and supply charges if the utility account is not in your name.

Utilities

Utilities include power, water, gas, and internet services. Your agreement should cover:

- what utilities are supplied to you;
- who is responsible for paying for the usage;
- how ongoing charges will be calculated, including sharing the bill; and
- what you are responsible for when you move out.

Your landlord can decide to have bills sent directly to you or provide written notice of the meter readings and charges. Your landlord must forward any accounts to you within 30 days of receiving the bill. If they don't send it in time, you do not have to pay it.

Water

You can only be charged for the water you use such as mains water or drinking water deliveries.

Your landlord is responsible for the cost of annual water rates and service charges or maintaining water storage facilities and septic tanks.

Electricity and gas

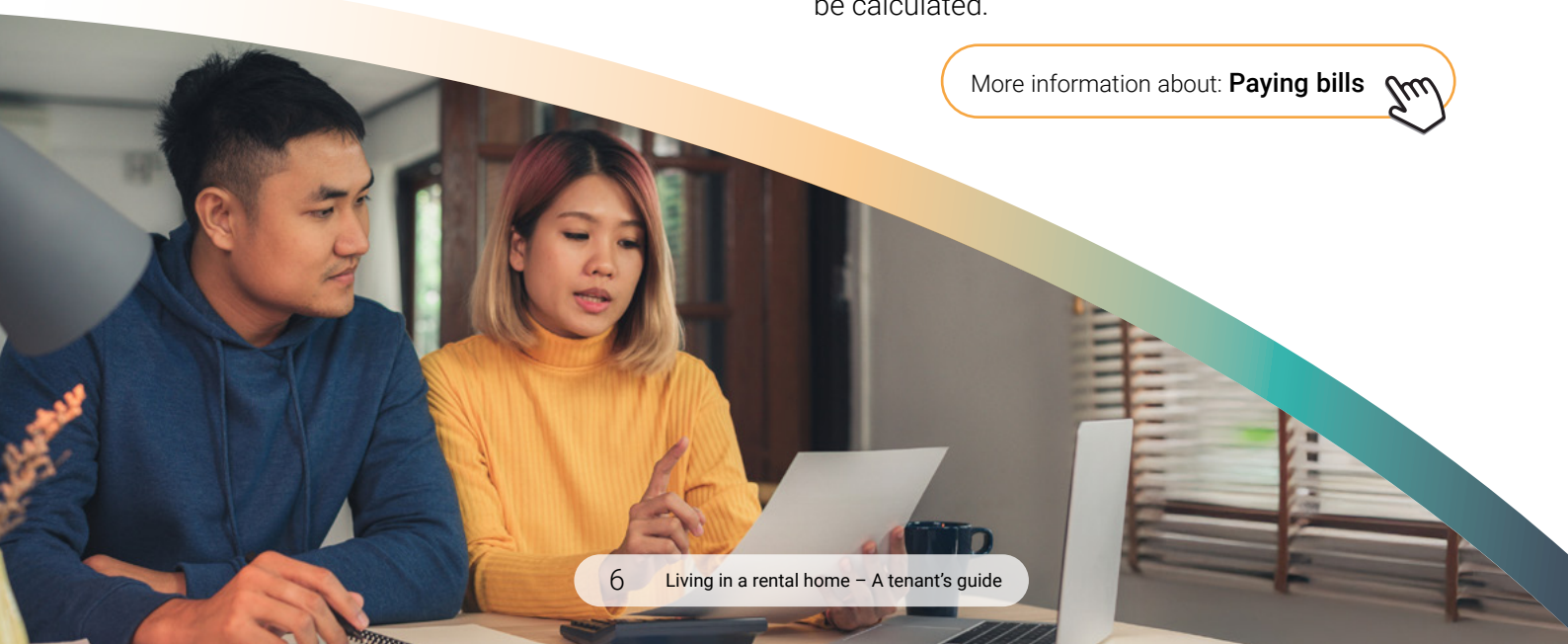
If your home has its own electricity and gas meters, you can only be charged for your use of the electricity and gas.

You will usually be billed directly by your electricity and gas providers. However, your landlord may want to keep the accounts in their name.

If there is no mains gas connection to your home, your agreement should state if you are responsible for the gas supply. If you are required to supply your own gas, you will need to organise to have it delivered and connected, and pay all charges.

If your home shares a meter or your landlord is responsible for gas cylinder supply, they must specify in the agreement how charges will be calculated.

More information about: **Paying bills**





Sharing a rented home

When sharing a home, you must let your landlord know:

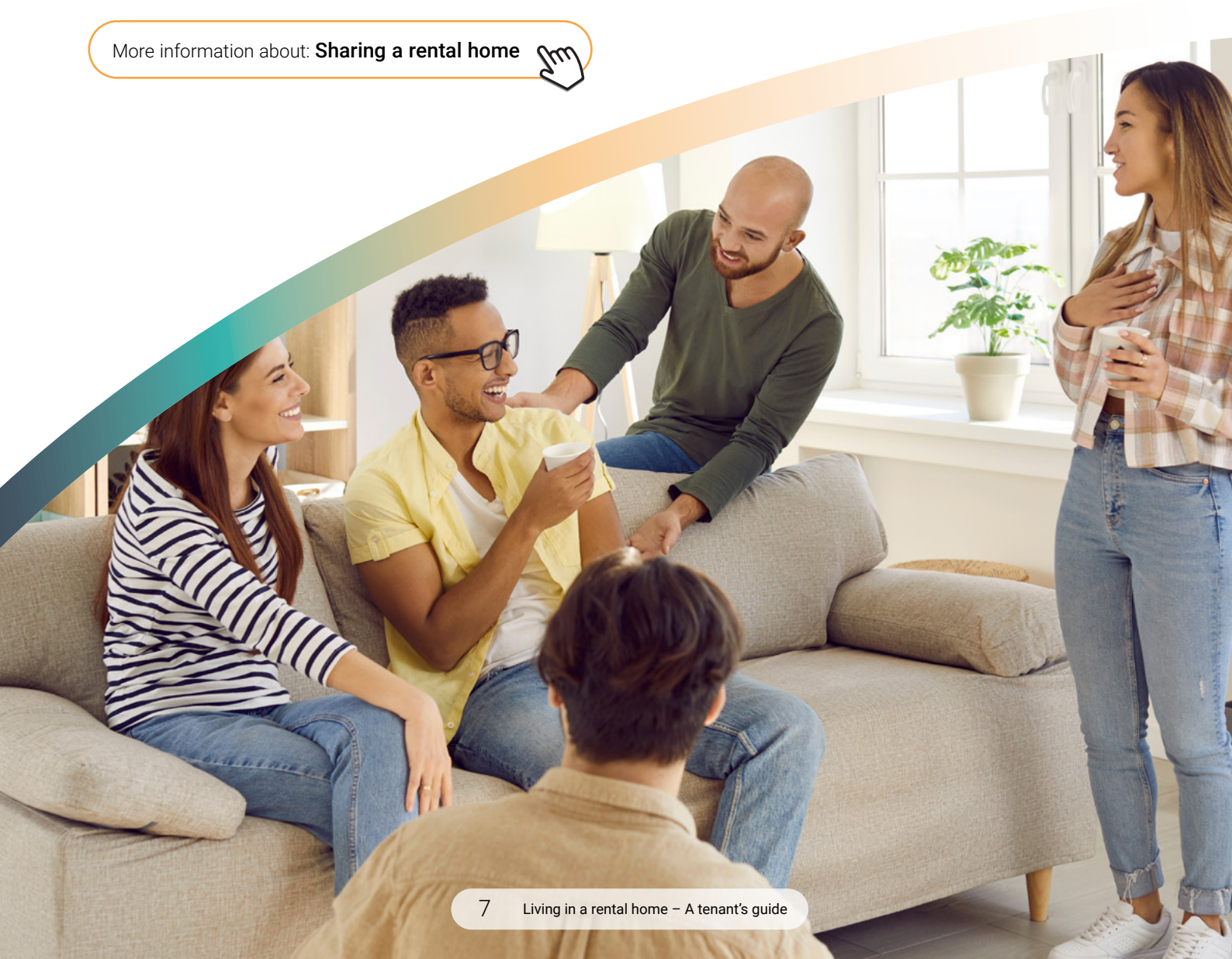
- Who lives with you.
- When people move in or out.

The rental agreement may specify:

- How many people can live in your home at any one time.
- If you can rent any spare rooms to other people.

There are different arrangements that can be made when sharing a home, including sub-letting, co-renting, and rooming arrangements.

More information about: **Sharing a rental home**



Sub-letting, co-renting and rooming arrangements

| | Sub-letting | Co-renting | Rooming arrangements |
|-------------------------------|--|--|---|
| Rental agreement | <p>A head tenant signs an agreement with the landlord and gets permission to sub-let.</p> <p>Sub-tenants sign an agreement with the head tenant.</p> <p>Head tenants must provide a written rental agreement and a property condition report to the sub-tenants.</p> | <p>Co-tenants sign a shared rental agreement with the landlord.</p> <p>Co-tenants are jointly responsible for rent, bills, maintenance, and damages until the agreement ends, or until the landlord agrees to remove their name.</p> <p>If the landlord agrees to remove a name from the agreement, they need to give the outgoing tenant a final property condition report.</p> | <p>Tenants sign separate agreements with the landlord.</p> |
| Rent and bills | <p>Head tenants are responsible for paying rent to the landlord.</p> <p>Sub-tenants are responsible for paying rent to the head tenant.</p> | <p>All co-tenants are jointly responsible for paying the rent and bills until the agreement ends.</p> <p>Each payment may need to be coordinated with one tenant being responsible for paying the rent or bill in one payment and at one time.</p> | <p>Tenants are only responsible for paying their share of the rent and bills.</p> |
| Bond | <p>If the sub-tenants pay a bond, the head tenant must lodge the money with the Bonds Administration</p> | <p>All co-tenants contribute to one bond.</p> <p>If co-tenants move in or out of the property, the bond will need to be changed. The Variation / Change of Security Bond form can add or remove names from the bond. Remaining co-tenants may need to 'top up' the bond.</p> <p>The landlord will lodge the form with the Bonds Administration.</p> | <p>Each tenant pays a separate bond directly to the landlord.</p> |
| Maintenance | <p>Sub-tenants are responsible for maintaining the areas of the home listed in their agreement.</p> <p>If sub-tenants do not maintain the home, the head tenant can be held responsible by the landlord.</p> | <p>All co-tenants are jointly responsible for maintaining their rented home.</p> | <p>Tenants are responsible for maintaining areas of the home listed in their agreement.</p> |
| Damage to the premises | <p>If a sub-tenant causes damage and fails to pay for repairs, the head tenant can be held responsible by the landlord.</p> <p>The head tenant can take action against sub-tenants under the terms of their own agreement if they cause damage.</p> | <p>All co-tenants share responsibility for any damage to the home and will need to work out amongst themselves who will pay the cost of any repairs.</p> | <p>If a tenant causes damage and fails to pay for repairs, the other tenants are not responsible.</p> |

Your privacy at home

You have the right to enjoy your home without interruption from your landlord.

A landlord must let you know using the [Notice of proposed entry](#) when they need to enter your home for:

- routine inspections (minimum of seven and up to 14 days' written notice);
- repairs or maintenance (three days' written notice);
- an emergency;
- collecting rent if stated in the agreement;
- showing the home to prospective tenants (must be with written notice and only in the last 21 days of your agreement); and
- showing the home to prospective buyers (with reasonable written notice).

You have the right to be at home when the landlord enters your home for any reason, or while a tradesperson is doing repairs.

You don't have to let your landlord in your home if they haven't given you proper notice.

Abandoned property

If your landlord believes you have moved out without telling them, they must leave a copy of a Notice to tenant of abandonment of premises [Form 12](#) at your home and your last known place of employment. If you do not contact them within 24 hours, they can enter your home.



Looking after your home



Landlords must keep your home in a reasonable state of repair, and comply with building, health, and safety laws.

You are responsible for keeping your home reasonably clean, and for any mess or damage caused by your pets, family, visitors, and other tenants.

Routine inspections

Your landlord can do four routine inspections a year, but not at the same time as collecting rent. They must give you between seven to 14 days' notice. It must be at a time and day which suits both you and the landlord.

Inspections allow your landlord to see if any maintenance is required and to check you are looking after the home.

You can be at home while your landlord does the inspection.

More information about: **Inspections**



Maintenance inside your home

Your agreement should set out what is expected of you to maintain your rental home.

Your landlord is responsible for the upkeep of:

- the structure of your home;
- plumbing;
- water heaters;
- any fixtures or supplied appliances;
- mould or mildew caused by leaks in the gutters or faulty fixtures;
- making sure the reticulation system works;
- tree lopping; and
- maintaining fire breaks (where applicable) unless your agreement states otherwise.

You are responsible for:

- replacing light globes, unless special tools or equipment are required;
- cleaning windows, unless special tools or equipment are required;
- putting the rubbish out in the supplied bins;
- general cleaning to prevent infestations of insects or rodents; and
- regular watering, weeding, mowing and edging lawns. Some landlords pay for regular gardening in the agreement.

Pest and vermin control

You must take basic pest prevention measures, such as storing food properly, regular cleaning, and using sprays and baits to keep pests away from the home. You are responsible for any infestations caused by your activities or lack of cleanliness.

As a general rule, your landlord is responsible for any outbreaks or infestations of pests and vermin not caused by your living habits, such as rats, caused by living near a swamp.



Repairs

Report any damage to your landlord as soon as practicable. If possible, email your landlord so you have a record.

If you cause the damage, you can be asked to arrange or pay for the repairs. For example, you broke a window because you locked yourself out of the home.

Your landlord is also responsible for repairing any damage caused by events outside of your control, such as break-ins or home invasions, traffic accidents, or natural disasters (floods, storms, bush fires, etc.).

Urgent repairs

Urgent repairs needed to supply or restore an essential service must be arranged by the landlord **within 24 hours**. This includes:

- electricity;
- gas;
- waste water treatment, such as the sewer line or septic tank; and
- water, including the supply of hot water.

Your landlord must arrange for other urgent repairs **within 48 hours**, including those needed to avoid:

- risking injury to a person;
- exposing your home to damage; and
- causing you undue hardship or inconvenience.

You can arrange for minimum repairs to essential services by qualified tradespeople if:

- You have not been able to contact the landlord within the timeframes above.
- You managed to contact your landlord, but they have taken no action within the timeframes above.

Some repairs may take longer to complete. You must be told what repairs are happening and how long they expect to take.

If you organise repairs, you will have to pay the tradesperson and claim the cost back from your landlord. The cost must be reasonable, and you should obtain evidence showing the need for the urgent repair and that it was not your fault.

Your landlord must reimburse you for any reasonable expenses as soon as possible after the repairs are carried out.

Non-urgent repairs

Your landlord must arrange for repairs to be made within a reasonable time.

Your landlord needs to give you at least 72 hours' notice before the:

- tradesperson enters your home to quote or make the repair; and
- landlord needs to access to inspect the repairs.

Anything listed as not working in your rental agreement does not have to be repaired, unless your landlord agreed to fix it and wrote it into the agreement.

You cannot arrange for a non-urgent repair to be done without written consent from your landlord.

If repairs are not carried out within a reasonable time, contact Consumer Protection on 1300 30 40 54.

Major damage to your home



When you notice any damage to the home, contact your landlord as soon as possible.

If your home has been destroyed or is unfit to live in, you can agree with your landlord to end the agreement or give your landlord two days' notice to end the agreement.

You do not have to pay any rent during the notice period.

If the home needs major repairs, you can agree with your landlord to end the agreement. If you decide to remain in your home while repairs are ongoing, you can ask your landlord to reduce the rent to make up for the loss of the full use of the home. If your landlord refuses, you can apply to the Magistrates Court, which will decide a fair amount of rent while repairs are being done.

For more information or advice, call Consumer Protection on 1300 30 40 54.

More information about: **Repairs**



Making it your home



You must get your landlord's written permission if you want to anchor furniture or make changes to your home. You will be responsible for returning your home to its original condition at the end of your agreement, unless your landlord agrees this is not necessary.

If you think your landlord has refused a minor change unreasonably, you can apply to have the Commissioner for Consumer Protection review the situation and decide what is fair.

Your landlord can refuse your request for a change if there is:

- asbestos or other health risk;
- heritage listing;
- a local council by-law specifically prevents the change; and
- other reasons approved by the Commissioner for Consumer Protection.

Furniture anchors

Furniture can be anchored to a wall for the safety of a child or a person with a disability with the landlord's permission. Send your landlord a completed [Form 24](#) Request to lessor to affix furniture. If your landlord does not reply within 14 days of receiving your request, you can presume they have given permission.

More information about: **Furniture stability**



Minor changes

You can ask your landlord if you can make minor changes to make your place more homely. Minor changes include hanging pictures on the wall, putting up flyscreens, installing a water-saving shower head or planting a vegetable garden. A landlord can refuse with good reason.

A landlord may be able to place reasonable conditions on minor changes, for example, a vegetable garden must be well maintained, or a certain removable hook must be used.

More information about: **Minor changes**



Keeping pets

In most cases you will be able to keep a pet, but you must ask your landlord first. A landlord can refuse in certain circumstances or with the Commissioner's approval.

Your landlord can place reasonable conditions. For example, a bird must remain in a cage, or the carpets must be professionally cleaned at the end of the tenancy. Some conditions must be approved by the Commissioner.

Your landlord can use the pet bond for fumigation, and to fix damage a pet has caused.

More information about: **Renting with pets**



Making it your home



Security at home

Your home must have minimum levels of security. If it doesn't, you can ask for them to be installed at no cost to you.

- A deadlock on the front door or a security screen door with a key lock.
- Deadlocks on all other external doors, except balcony doors when you can only access those doors from inside the home. If a deadlock cannot be fitted, a patio bolt lock or security screen door with a key lock can be used.
- Security screens or locks on all exterior windows, except if the window is on or above the second floor and not accessible.
- A light at the main entry. If the home is part of a multi-residential property (such as an apartment block) there may already be good lighting at the main entry.
- At least two RCD devices that will turn off the electricity if there is an electrical fault.
- Working smoke alarms – these must be compliant and in working order. They need to be mains powered, battery operated smoke alarms may be permitted in certain circumstances.
- Any curtain and blinds cords must be at least 1.6 metres from the floor or secured to the wall or window frame by a safety device.

More information about:
Minimum security standards



Swimming pools and spas



If the home has a swimming pool or outdoor spa, your landlord must provide:

- an approved safety fence; and
- equipment needed to properly look after the pool or spa, such as leaf scoops or a pool vacuum.

Local councils inspect pool and spa safety barriers to check they meet required standards.

You must keep the pool or spa clean and maintained. This includes buying chemical supplies unless your agreement says otherwise.

Keep the safety fence shut and in good working order. If the fence is damaged or not working properly, report it to your landlord. They should repair it as soon as possible.

Your landlord should give you instructions for caring for the pool or spa. You can also find useful information on the [HealthyWA website](#).

You must ask your landlord for permission to set up a portable pool or spa. If it is more than 300mm deep, you must meet all local government safety requirements, such as pool fences. See [Rules for pools](#) for more information.



Healthy home



Your rental needs to be free of anything that can be harmful to your health.

Mould

Your landlord is responsible for mould caused by poor ventilation, damage, or leaks from gutters.

You are responsible for minimising the risk of mould by regularly opening windows and doors to allow fresh air to circulate. You should also use exhaust fans in bathrooms to remove steam. You should let your landlord know if the gutters need cleaning out.

Illegal drug use in your home

Your landlord must tell you if they know the home has previously been used to produce illegal drugs, such as methamphetamines.

If you believe your home has previously been used to produce drugs, you should notify your landlord who can ask the local council or Department of Health to investigate.



Family and domestic violence (FDV)

If you and/or your children are living in a rental home and experience family or domestic violence, you have options to help improve your safety.

Tenants affected by family and domestic violence can:

1. **Leave a rental agreement quickly and legally.**
2. **Stay and apply to court to have a perpetrator's name removed from the agreement.**
3. **Change the locks and upgrade security without permission.**
4. **Get help for disputes about damages, unpaid rent or bonds.**
5. **Have your name removed from, or avoid being listed on, a tenants database if the listing was because of FDV.**

1. Leave the rental

You can give the landlord seven days' notice that you want to leave. You don't have to stay in your home during this time.

You need to give the landlord a Notice of termination of tenant's interest in residential tenancy agreement on grounds of family violence [Form 2](#) and provide evidence.

Your landlord cannot share the information contained in any of the evidence documents.

2. Stay and remove the perpetrator

You can apply to the court to have the perpetrator removed from the agreement. The court will notify the landlord and any co-tenants about this.

3. Upgrading security without permission

You can change the locks without your landlord's permission:

- after a perpetrator's interest in the agreement has ended; and
- to prevent likely family violence against you or your dependent (child or adult you care for).

You must give your landlord a copy of the new keys within seven days unless your landlord is the alleged perpetrator. You can write to your landlord forbidding them from giving a copy of the keys to the perpetrator or anyone else you nominate.

You can have a qualified tradesperson make other security upgrades, such as installing alarms and security cameras. You will have to pay for the upgrades and must supply a copy of any invoice to the landlord.

If your home is part of a multi-residential property, all security upgrades need to comply with strata by-laws.

You may have to remove the upgrades and restore the home to its original condition at the end of your agreement.

4. Dealing with debt and liability

If there is damage to your home or unpaid rent due to FDV, you can apply to the Magistrates Court to have the perpetrator held responsible for the damage and overdue rent.

This means, you will not have to pay for repairs and the outstanding rent if you terminate the agreement because of FDV.

The court can also make an order to pay out some of the security bond to:

- any vacating tenant who does not owe the landlord any money; and
- a landlord, if money is to cover any damages and debt.

If part of the security bond is paid out and the rental agreement is ongoing, your landlord can ask the remaining tenants to top-up the bond to the full amount.

5. Change tenancy database

You can request a landlord remove your name or stop it from being listed on a tenants database if the listing was because of FDV.

If you want to use the tenancy laws to leave a rental home for FDV reasons, contact Consumer Protection on 1300 30 40 54 or your local [Community Legal Centre](#) for help.

More information about: **Safe Tenancy** 

A breach notice can be issued if you or your landlord break any part of the rental agreement.

Tenant breaches

You breach your agreement if you have overdue rent, or you do not meet your responsibilities under your agreement.

Your landlord can write to you or give you a Notice to tenant of breach of agreement – (other than failure to pay rent) [Form 20](#) and give you 14 days to fix the situation. If you do not do this, your landlord can apply to the Magistrates Court for a court order requiring you to fix the problem, or they can give you a Notice of termination [Form 1C](#) to end your agreement in seven days.

If you cause serious damage to the premises (or your landlord believes your behaviour is likely to result in damage), they may apply to the Magistrates Court for an order to end the agreement without having to issue a breach notice and/or termination notice.

Landlord breaches

Landlords are in breach of the agreement if they:

- enter the home without giving the required notice;
- demand extra or early rent payments;
- remove facilities that were part of the home when you signed the agreement;
- fail to organise necessary repairs; and
- try to force you to leave before the agreement ends without reason.

You can serve a Notice to landlord of breach of agreement [Form 23](#), or write a letter. You must keep paying your rent.

If the landlord does not rectify the breach, you can lodge a complaint with Consumer Protection or apply to the Magistrates Court for an order to fix the breach.

Retaliatory action

Your landlord is not allowed to prevent you from trying to use your rental rights. If you think your landlord has asked you to leave or increased your rent because you used your rental rights, you can challenge it in Magistrates Court.

Living in a rental home checklist



Financial

- Pay rent on time. Keep records of all rent payments.
- Respect other people living with and around you. Follow any house rules.
- Manage your bills for utilities and services.
- Understand and follow the process for negotiating or disputing rent increases.

Property maintenance

- Ask your landlord for permission before you make changes like fixing furniture to a wall, putting up picture hooks or painting walls.
- Ask your landlord for permission before you get a pet. Follow any conditions set.
- Keep the home clean, tidy and in good condition. This will help avoid bond deductions.
- Report any maintenance or repair needs to the landlord.
- Do not make any unauthorised repairs or alterations.
- Check smoke alarms, locks, and safety switches regularly.
- Allow access for repairs and inspections.

General

- Keep records of all communications with the landlord or property manager, including emails, texts, and letters.
- Notify the landlord if people move in or out of the home.
- Contact Consumer Protection or a tenants' advocacy service if you have disputes or issues with the landlord you cannot resolve together.

The next guide in this series is:
Leaving a rental home
aimed at helping you leave the home and get your bond back.

Government of Western Australia
**Department of Local Government,
Industry Regulation and Safety**

www.lgirs.wa.gov.au

Regional offices:

| | |
|----------------------|----------------|
| Goldfields/Esperance | (08) 9021 9494 |
| Great Southern | (08) 9842 8366 |
| Kimberley | (08) 9191 8400 |
| Mid West | (08) 9920 9800 |
| North West | (08) 9185 0900 |
| South West | (08) 9722 2888 |

Consumer Protection Division

Gordon Stephenson House
Level 2/140 William Street
Perth Western Australia 6000

Locked Bag 14 Cloisters Square Perth WA 6850

Call: 1300 30 40 54

Email: consumer@lgirs.wa.gov.au

www.consumerprotection.wa.gov.au



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