



# Owner's Handbook



**An Owner's Guide to Rights,  
Obligations, Rules and Regulations.**



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# Introduction

As your Property Manager, we believe it is our job to keep you up-to-date and informed about the rules, regulations and obligations of Tenants and Lessors alike.

At **THINK PINK REALTY** we value our clients and upholding your assets to the greatest value possible. This ensures your investments are exactly that...

## **...AN INVESTMENT.**

We have compiled this handbook to assist Owners to get ready to lease and help you navigate the ongoing processes within the property management process, from start to finish.

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# Commonly asked questions



## Maximising your rent

We always strive to achieve the maximum rent possible, however we must also keep in mind the current market conditions to ensure your property is properly aligned within the market.

To successfully rent your property out in a timely fashion, the following factors are considered:

**DEMAND** – is there a higher or lower demand for the property at present. This can be seasonal or affected by local intake schools etc.

**WHAT'S CURRENTLY ON THE MARKET**– we look at what is currently on the market.

The number of properties advertised in the area can also change the value. A comparative analysis is completed, considering both the location and features of your property.

**JUST LEASED** – we compare what has recently leased in and around the area, both within our agency and other agencies.

These factors show the proof of value of a property and give you, the owner, enough information to assist in the decision making on your starting rental price.



## What if I want to set a higher price?

You have the right to set whatever price you like. Keep in mind that the value of your property is depicted by the area average and market demands. If the market deems your property rent too high, prospective Tenants will likely choose a property with a lower rental price. This may then leave the property vacant for longer than necessary.

Be aware that for every week your property stays vacant, your annual rental return reduces by 2%.



## Reviewing rent during the tenancy

This will be completed at every lease renewal and at the scheduled rent review dates, depending on the length of tenancy.



## How do I get a good Tenant?

The beginning of a tenancy is always the best time to set the standard. We will always encourage Owners to repair any damages and present the property to their best ability, to encourage the Tenant to do the same. If your property is clean and well maintained then the Tenant knows the property is to be kept to this standard and returned this way at the end of a tenancy.



## The application process

Once we receive all required documents, we begin our vetting process.

This involves checking **ALL** applicants' work and rental history in detail, including current living arrangements. We request proof of affordability in the way of payslips and bank statements to ensure the property is not beyond their means.

We also request a minimum of two references. These can be professional, personal or acquaintances. These also assist in **GETTING TO KNOW** your potential Tenant by checking length of friendships or employment, the type of person they are, hobbies and interests they may hold etc.

Once we have gathered this information, we will then forward all this information to you for approval.

If for **ANY REASON** you wish not to proceed, you do not have to give us or the applicant a reason as to why you don't want them. Ultimately it is your property and you have to feel comfortable with the choice you make.

*\* We do not guarantee Tenants as even after completing all these checks, for reasons beyond anyone's control, a Tenant's circumstances can change drastically, resulting in a tenancy turning for the worst. At this time we have strict guidelines to navigate through this process with you to achieve the best outcome.*



# Marketing my property

## Advertising is all about presentation.

We will chat with you about presenting the property and arranging photos for advertising. The cost of the photos are taken from the rent funds collected, unless you decide not to proceed with leasing after the photos are completed.

Once your management agreement is signed, we will make a booking for high resolution photographs to be completed, for the best presence online. This is a one-time cost and in the event you wish to sell we will also be able to use the same photos at that time. Ideally, the property is vacant and all repairs and cleaning are completed prior to this time.

**Advertising includes but is not limited to the following websites:**



Realestate.com.au	Rate My Agent
Trading Post	On the House
Homely.com.au	Rent.com.au
Irene	Reiwa
HomeSales	Domain
LinkToSale	Home Prezzo
Active Pipe	

# A few things to think about

1	<b>Telephone connection (has the property had a previous or current line)</b> – although this is not your responsibility, it is something to disclose to a potential Tenant as it may affect someone applying.
2	<b>NBN available and location of this</b> – battery replacement if required and the last time this was completed.
3	<b>TV antenna</b> – if there is a tv aerial.
4	<b>Is everything in working order at the property</b> – if you do not wish to replace or repair (eg: dishwasher currently in place but do not wish to upkeep), these are items to be included in your management agreement, along with the lease, once a Tenant is found. This also needs to be disclosed to the potential Tenant.
5	<b>Is garden maintenance to be included, and to what extent</b> – including gardening in the rent can be the peace of mind needed to ensure the property is kept to a high standard. Gardens are often something that does not receive as much attention as the internals of the property. Where large yards are present we will always recommend gardening be included. Not only does this increase the weekly rental amount, but it adds peace of mind.
6	<b>Are pets allowed</b> – are they allowed internally and externally. Council regulations can effect this choice, as can strata by-laws.
7	<b>What accounts are to be paid by the agency</b> – we will discuss all the bills you wish for us to pay on your behalf. This can streamline your accounting documents for tax purposes.
8	<b>Are there any special requests</b> – this can include any furnishings included in the property, decking and care responsibilities of it. Flooring care plans are also something to think about if you have specially designed flooring within your property.

These items can affect whether an applicant is willing to proceed with signing a contract, and we will always disclose these items to ensure the right Tenant is found.

## How will I receive my rent funds?

The biggest question always asked is **WHEN WILL I GET PAID?**

ALL funds collected are transferred to your nominated bank on the first business day of the following month, however keep in mind that we are allowed up to 7 days to transfer end of month collections, which allows for the public holidays especially over Easter, Christmas and New Year's periods. You can opt to have this paid out fortnightly, but this is not recommended as monthly payments allow for some of your larger accounts/bills to be paid in a timely fashion without having to request funds from you.

## What happens if my Tenant doesn't pay on time?

Our agency has a 'ZERO TOLERANCE' policy. Below is a quick snapshot of the actions we take to prevent arrears.

Circumstances and events can affect Tenants. We will always attempt to find the best outcome in extreme cases and also offer numerous avenues to have this rectified as soon as possible if it occurs. This mitigates your losses, and also the Tenant's. In the event this does occur, we will inform you along the way.

Category	Time elapsed	Reminder notice
Category 1 Arrears	1 day in arrears	SMS reminder
Category 2 Arrears	+2 days in arrears	Form 21 - Breach notice for non-payment of rent Form 20 - Notice to Tenant of breach of agreement (other than failure to pay rent)
Category 3 Arrears	14 days + 2 days' postage from Form 21 issue date	Form 1A - Notice of termination for non-payment of rent (to be used only if a 14-day breach notice has been issued)
Category 4 Arrears	Vacate date	If not vacated, court documents will be lodged





# Property inspections

Inspections are an important part of a tenancy. They uphold the integrity and value of your property. It is also important to view the property regularly for insurance purposes, and is an opportunity to monitor maintenance and improvements to keep the property to an appropriate standard. This protects you and your asset.

## Standard Practice & Timeline:

**PROPERTY CONDITION REPORT**— This inspection is completed at the beginning of every new tenancy. This is a report that outlines each room in detail, including the condition, cleanliness and fixtures. This document is very important as the more detail and more photos taken, the easier it is to compare the property to the end of the tenancy at the final bond inspection. This report is compiled and sent to the Tenants within the first 7 days of their tenancy beginning. The Tenant must go through this and make notes if they do or do not agree and then return to us within 7 days from receiving the document. This ensures all parties are on the same page. Once received we will go through it and also send a copy to you for your records.

**ROUTINE INSPECTIONS**— The first inspection is completed 6 to 8 weeks after the tenancy begins. This gives the Tenant an opportunity to report any maintenance not picked up prior once moving around the property or using things regularly. It also gives Tenants a chance to ask how things work and for us to set expectations on how the property should be upheld. Inspections are completed every 3 months thereafter. Reports are compiled and after each inspection you will receive a copy via email, including photos.

**FINAL BOND INSPECTION**— This Inspection is completed once the Tenant returns keys at the end of the tenancy. This report is compiled against the ingoing property condition report and any damages or cleaning items are noted for Tenant rectification. A copy of the report is sent to you and the Tenant. This report may also include maintenance for the Lessor to attend.

## What is bond money?

Bond money is the amount of money taken to be held against the property and tenancy within the Bond Administration. Typically this is an amount equal to 4 weeks rent plus a separate pet bond if applicable (\$260 only).

The bond is paid by the Tenant and is a requirement prior to a tenancy commencing. These funds are then transferred to the Bond Administration within 14 days of receiving funds into our trust account. This is then held until an application to dispose is completed. The bond disposal occurs at the end of the tenancy.

Bond Disposal occurs after the final bond inspection is completed. Any items requiring rectification by the Tenant can be completed and the invoices supplied to the Tenant along with the breakdown of costs. A Tenant can opt to have this amount taken from the bond at the time of disposal.

If all parties agree, a bond disposal can usually occur within 14 days of the tenancy ending, but this depends on the items needing to be rectified and the availability of trades.

If all parties do not agree and there are disputes on costings, then an application to the court may be required in order to have the bond money released.

Any or all invoices pertaining to the property will be required to be paid by the Lessor and reimbursement sought from the bond through the court application. A magistrate will include in their decision making the depreciation and age of the property and fixtures, so the outcome may not be exactly what you were hoping for. We present all evidence to the magistrate and they will make their ruling based on what they believe on the day to be fair. You have the right to be there, but we can attend and act on your behalf.



- ✓ Residential Tenancy Agreement
- ✓ Bond Lodgement
- ✓ Property Condition Report
- ✓ Arrears Policy

All the above documents are filled out and signed by the Tenant, and a copy of the following provided to you for record keeping:

- ✓ Lease agreement
- ✓ Property Condition Report

A sign up with the Tenant takes about 20 minutes and we go through all the rights and obligation of the Lessor and the Tenant. This is to reiterate the documents provided and ensure they understand all aspects.

#### Key Collection:

This only occurs on the day of commencement of the lease agreement, and only if all bond monies are paid and lodged in full and the first two weeks rent is receipted. The Tenant then has possession from the time they have collected the keys. This can be anytime after 9am on the lease start date. A handover meeting is scheduled with the Property Manager to ensure a smooth transition.

## Repairs & maintenance— who is responsible?

Repairs and maintenance are typically the landlord's expense. The only exception to this is when damages have been incurred by the Tenant. This will still be paid by the Lessor and reimbursement sought from the Tenant.

### General wear & tear:

Lessors and Tenants often have different opinions on general wear and tear. Magistrates deem anything within normal daily use be classed as general wear to a property.

Anything in excess to this can be deemed as excessive use or wear, and dependent on the circumstances of the damages or wear, some compensation may be fair or repair requested at the Tenant's expense. Keeping this in mind, minor scuffs and scrapes are general & normal wear over time.

### After hours/weekend works:

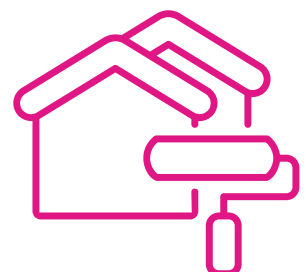
It is explained to Tenants that if an emergency occurs after hours or on weekends there are certain trades we use to troubleshoot with the Tenant. If it is then still deemed an emergency repair (being to restore electricity, gas or water), they will attend to complete only the emergency repair. If no emergency is found, the Tenant will then be charged.

### Trees, gutters & roofing:

Anything exceeding 1.2 metres is deemed an owner responsibility but we do have trades to assist in these areas.

### Lawns & gardens....

Unless arranged prior or offered by the Lessor in the lease, the lawns and gardens are the Tenant's responsibility. Where large areas of garden and grass exist, we would recommend having gardening included to assist with the maintenance. We quote this prior and raise the rent slightly to cover this cost over the month.



# Lease renewals, notice periods & terminations

## Do I get a choice?

Sixty days prior to the end of your Tenant's lease, we will send out an automated email advising of the expiry date. This gives you the opportunity to decide if you wish to renew the Tenant. If you're thinking of selling, this would be the time to discuss your options with your property manager. We will not renew a contract without your approval first.

If you do not wish to renew your Tenant you do not have to give a reason, nor do we have to supply one.

## Tenant obligations:

**Notice to Vacate at End of Lease:** The length of notice required is dependent on the type of tenancy. If your Tenant is in a FIXED TERM contract they must give a minimum 30 days notice. They are liable for the rent in full for this entire notice period, even in the event the 30 days exceeds past the end date on the fixed term contract. If the Tenant is in a PERIODICAL AGREEMENT they are only required to give 21 days notice to vacate. As with the fixed term contract, the Tenant is still liable for the rent in full for the entire notice period.

**Breaking a Fixed Term Contract:** At times, a Tenant's circumstances may change and they may need to vacate a property prior to the end of the fixed term contract. In this instance the Tenant must inform us in writing of their intentions, and also sign a break lease document stating all the fees and charges associated with this. This includes but is not limited to the Final Bond Inspection Fee, Advertising Cost, Property Condition Report Cost and the unexpired portion of the letting fee. The Tenant is also still liable for the rent in full until a new Tenant is found.

## Breach Notices and Terminations during a

**tenancy:** When a Tenant breaks conditions within the tenancy agreement, there are procedures in place to protect you as the owner. These affect the Tenant's rental history. The type of notice given to the Tenant is dependent on the issue. We discuss all avenues prior so you're prepared if this was to occur. For example, if a Tenant's inspection is very dirty, we would issue a breach of agreement and give the required 14 days to rectify and reinspect the property to ensure the breach is rectified.

## Insurance:

**Landlord Insurance:** With so many different options, it's best to contact a few different places to get the best option that suits you. We have pamphlets of Landlord Specific policies that may suit, but everyone's circumstances are different.

We all like to think we won't need this, but as times change and so do people's circumstances, it's a small price to pay for peace of mind.

Typically a landlord insurance policy will cover items such as loss of rent, malicious damage and accidental incidents. To find out what your policy covers, contact your insurer for a full outline, including any excesses you may be liable for.

**Building/Contents Insurance:** In a rental property, 'building only' insurance is typically what you need. If your property is strata managed then contact your strata company or check through your AGM for information on whether this is covered under your policy with them. We advise Tenants they should take out contents insurance in order to cover their own personal belongings, as the Lessor insurance does not cover them in the event of fire, theft, flood or other unforeseen incidents.

## Pest control services

We would recommend having your property checked for termites at the desired frequency of your pest service provider. Damages incurred by termites are typically not covered by insurance, so the only way to prevent unnecessary damage or be aware of an issue is to have it inspected regularly.

Other pest control services to the property are at a Tenant's cost. You are in no way obligated to complete this. In some instances where there is an obvious infestation, we would recommend completing this before a new tenancy begins, so the Tenants are then responsible for it moving forward.

## Other costs & charges

The use of utility services such as gas and electricity are at the Tenant's cost, however the upkeep of those services are the owner's responsibility, for example a hot water system break down.

Water can be negotiated. If there is no bore in place but you are particular about lawns or know they need extra watering, you may offer to pay a percentage of the bill each cycle to contribute to the cost of the upkeep. If not, then 100% of the usage costs are the Tenant's responsibility. Water service charges are the Lessor's portion.

Council Land Tax Rates: these are the owner's responsibility, however we can have the bills sent to us to pay out of rent funds collected.

## What if I want to sell?

If you wish to sell your property, you are able to do this at any time. However, if the person who purchases the property wishes to move in, they will have to wait until the end of the tenancy, unless the Tenant agrees to end the tenancy prior to the end date. If you wish to have vacant possession prior to lease end date, typically compensation to the Tenant is offered from the Lessor to assist with the moving costs etc.

If you wish to move back in, then the same termination notices would need to be sent. In a fixed term contract, you advise of non renewal 30 days prior to the lease end date, or if on a periodical lease then 60 days' notice is required. In the event it is under contract for sale and on a periodical lease, then a 30 day notice can be issued.

Selling your property is a service we provide, and would recommend, especially whilst a tenancy is in place. Your Tenant knows our company, and liaising with the Sales and Property management departments is far easier when all are in the same office. If this is something you're thinking about, let us know and we will advise you along the way in order to get the best outcome.



# Part 2—

## Tenancy legislation in WA—

### How this affects you and your Tenants

The Residential Tenancy Act can be confusing and overwhelming for anyone, but we have some tips to assist you in navigating through a tenancy. The following items are extracts and not limited to the below.

#### **56. Discrimination against Tenants with children**

- (1) A person shall not refuse, or cause any person to refuse, to grant a tenancy to any person on the ground that it is intended that a child should live in the premises.

Penalty for this subsection: a fine of \$5 000.

- (2) A person shall not —
- (a) instruct any person not to grant; or
  - (b) state the person's intention, whether by advertisement or otherwise, not to grant, a tenancy to any person on the ground that it is intended that a child should live in the premises.

Penalty for this subsection: a fine of \$5 000.

*[Section 56 amended: No. 59 of 1995 s. 55; No. 60 of 2011 s. 53; No. 3 of 2019 s. 25.]*

#### **56A. Discrimination against Tenants subjected or exposed to family violence**

A person must not refuse, or cause any person to refuse, to grant a tenancy to any person on the ground that the person —

- (a) has been or might be subjected or exposed to family violence; or
- (b) has been convicted of a charge relating to family violence.

Penalty: a fine of \$5 000.

*[Section 56A inserted: No. 3 of 2019 s. 13.]*

#### **45. Securing premises**

- (1) It is a term of every residential tenancy agreement—
- (a) that the Lessor must provide and maintain such means to ensure that the residential premises are reasonably secure as are prescribed; and
  - (b) that any lock or other means of securing the residential premises must not be altered, removed or added by a Lessor or Tenant without the consent of the other given at, or immediately before, the time that the alteration, removal or addition is carried out; and
  - (c) that, except as provided in subsection (2), the Lessor or the Tenant must not unreasonably withhold the consent referred to in paragraph (b).
- (2) It is a term of every residential tenancy agreement—
- (a) that a Tenant may alter or add any lock or other means of securing the residential premises —
  - (i) after the termination of a person's interest in a residential tenancy agreement under section 60(1)(bc); or
  - (ii) in any event, if it is necessary to prevent the commission of family violence that the Tenant suspects, on reasonable grounds, is likely to be committed against the Tenant or a dependant of the Tenant;

And

#### 46. Lessor's right of entry

(1) In this section —

*Lessor*, in relation to premises, includes the property manager of the premises acting on behalf of the Lessor;

*notice* means notice in a form approved by the Commissioner;

*premises* means any part of the premises in respect of which the Tenant has a right of exclusive occupation;

*reasonable time* means —

- (a) between 8.00 a.m. and 6.00 p.m. on a weekday; or
- (b) between 9.00 a.m. and 5.00 p.m. on a Saturday; or
- (c) at any other time agreed between the Lessor and each Tenant.

(2) It is a term of every residential tenancy agreement that the Lessor may enter the premises in all or any of the following circumstances but not otherwise—

- (a) in any case of emergency;
- (b) for conducting routine inspections of the premises or any other purpose, on a day and at a reasonable time, specified by notice in writing given to the Tenant —
  - (i) not less than 7 days before the proposed entry;
  - and
  - (ii) within 14 days before the proposed entry;
- (c) at any reasonable time for the purpose of collecting the rent under the agreement, where it is payable not more frequently than once every week and it is agreed that the rent be collected at the premises;
- (d) under section 77(4);

- (e) for the purpose of carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the Tenant not less than 72 hours notice in writing before the proposed entry;
- (f) for the purpose of showing the premises to prospective Tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the Tenant reasonable notice in writing;
- (g) for the purpose of showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the Tenant reasonable notice in writing;
- (ga) for the purpose of inspecting the premises and assessing any damage after the termination of a Tenant's interest under —
- (h) with the consent of the Tenant given at, or immediately before, the time of entry.

(3) It is a term of every residential tenancy agreement that the Lessor may enter the premises under subsection (2)(b) for the purpose of inspecting the premises not more than 4 times in any 12 month period.

(4) It is a term of every residential tenancy agreement that if it would unduly inconvenience the Tenant for the Lessor to enter the premises as specified in a notice given under subsection (2), the Lessor must make a reasonable attempt to negotiate a day and time for that entry that does not unduly inconvenience the Tenant.

(5) It is a term of every residential tenancy agreement that where a Lessor gives a Tenant notice of an intention to enter premises on a particular day under subsection (2), the notice must specify —

- (a) the day of the entry; and
- (b) whether the entry will be before or after 12.00p.m. on that day.



(6) It is a term of every residential tenancy agreement that if the Lessor exercises a right of entry under subsection (2)(f) or (g) the Tenant is entitled to be on the premises during the entry.

(6A) It is a term of every residential tenancy agreement that the Lessor may enter the premises under subsection (2)(ga)(i) —

- (a) not more than 7 days after receiving notice under section 71AB(1) or 71AD(4); and
- (b) not less than 3 days after giving notice to each Tenant of the Lessor's intention to enter the premises.

(6B) It is a term of every residential tenancy agreement that the Lessor may enter the premises under subsection (2)(ga)(ii) —

- (a) not more than 10 days before the hearing of the application under section 71AE; and
- (b) not less than 3 days after giving notice to each Tenant of the Lessor's intention to enter the premises.

(7) It is a term of every residential tenancy agreement that the Lessor exercising a right of entry under this section —

- (a) must do so in a reasonable manner; and
- (b) must not, without the Tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

(8) It is a term of every residential tenancy agreement that the Lessor is to compensate the Tenant if the Lessor or any person accompanying the Lessor causes damage to the Tenant's goods on the premises when exercising a right of entry under subsection (2).

*[Section 46 inserted: No. 60 of 2011 s. 41; amended: No. 42 of 2016 s. 4; No. 3 of 2019 s. 11.]*

## **60. How residential tenancy agreements and Tenant's interests in agreements are terminated**

(1) Despite any Act or law to the contrary, a residential tenancy agreement shall not terminate or be terminated except in one of the following circumstances —

- (a) where the Lessor or Tenant gives notice of termination under this Act and —
  - (i) the Tenant delivers up vacant possession of the premises on or after the expiration of the period of notice required under this Act; or

- (ii) a competent court, upon application by the Lessor, terminates the agreement under section 71;

- (b) in the case of a tenancy for a fixed term, where the Lessor or Tenant gives a notice of termination under section 70A and —

- (i) the Tenant delivers up possession of the premises on or after the day on which the term of the agreement expires in accordance with that section; or

- (ii) a competent court, upon application by the Lessor, terminates the agreement under section 72;

- (ba) in the case of a particular Tenant's interest in the agreement, where the Tenant —

- (i) gives notice under section 71AB(1) of termination of the Tenant's interest together with at least 1 of the documents required under section 71AB(2); and

- (ii) vacates the premises on or after the expiration of the period of notice required under section 71AB(5);

- (bb) in the case of a particular Tenant's interest in the agreement, where the Tenant —

- (i) gives notice under section 71AD(4) of termination of the Tenant's interest; and

- (ii) vacates the premises on or after the expiration of the period of notice required under section 71AD(5);

- (bc) in the case of a particular Tenant's interest in the agreement, where a competent court terminates the Tenant's interest under section 71AE;

- (ii) vacates the premises on or after the expiration of the period of notice required under section 71AD(5);

- (bc) in the case of a particular Tenant's interest in the agreement, where a competent court terminates the Tenant's interest under section 71AE;
- (c) where a competent court terminates the agreement under section 73, 74, 75A or 75;
- (d) where a person having superior title to that of the Lessor becomes entitled to possession of the premises;
- (e) where a mortgagee in respect of the premises takes possession of the premises in pursuance of the mortgage;
- (f) where the Tenant abandons the premises;
- (g) where the Tenant delivers up vacant possession of the premises pursuant to an agreement in writing between the Lessor and the Tenant to terminate the residential tenancy agreement;
- (h) where the agreement terminates by merger;
- (i) where every Tenant dies.

- (2) The termination of a Tenant's interest in a residential tenancy agreement does not terminate the agreement in respect of any other Tenant under the agreement.

*[Section 60 amended: No. 50 of 1988 s. 18; No. 59 of 1995 s. 49; No. 59 of 2004 s. 120(1); No. 60 of 2011 s. 59, 88, 89 and 91; No. 3 of 2019 s. 16.]*

## Some Tenants rights & obligations

### 44. Quiet enjoyment

- (1) In this section — premises includes fixtures and chattels provided with the premises, but does not include —
  - (a) any fixture or chattel disclosed by the Lessor as not functioning before the agreement was entered into; or
  - (b) any other fixture or chattel that the Tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
- (2) It is a term of every residential tenancy agreement —
  - (a) that the Tenant is to have quiet enjoyment of the premises without interruption by the Lessor or any person claiming by, through or under the Lessor or having superior title to that of the Lessor; and
  - (b) that the Lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the premises; and
  - (c) that the Lessor must take all reasonable steps to enforce the obligation of any other Tenant of the Lessor in occupation of adjacent premises not to cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the premises.

*[Section 44 inserted: No. 60 of 2011 s. 41.]*

### 38. Tenant's responsibility for cleanliness and damage

- (1) It is a term of every residential tenancy agreement that the Tenant —
  - (a) shall keep the premises in a reasonable state of cleanliness; and
  - (b) shall notify the Lessor as soon as practicable after any damage to the premises; and
  - (c) shall not intentionally or negligently cause or permit damage to the premises or, where relevant, a common area or chattels in the common area.



- (2) In this section premises includes chattels provided with the premises (whether under the agreement or not) for use by the Tenant.

*[Section 38 amended: No. 60 of 2011 s. 37 and 89; No. 25 of 2019 s. 66.]*

#### **47. Right of Tenant to affix and remove fixtures etc.**

(1A) In this section — disability means a disability —

- (a) which is attributable to an intellectual, psychiatric, cognitive, neurological, sensory, or physical impairment or a combination of those impairments; and
  - (b) which is permanent or likely to be permanent; and
  - (c) which may or may not be of a chronic or episodic nature; and
  - (d) which results in a substantially reduced capacity of the person for communication, social interaction, learning or mobility.
- (1) Except as provided in subsections (2A) and (4), a residential tenancy agreement may provide that the Tenant —
- (a) shall not affix any fixture or make any renovation, alteration or addition to the premises; or
  - (b) may affix any fixture or make any renovation, alteration or addition to the premises, but only with the Lessor's consent.
- (2) Where a residential tenancy agreement makes the provision described in subsection (1)(b) it is a term of the agreement that —
- (a) the Lessor shall not unreasonably withhold such consent; and
  - (b) the Tenant may remove any fixture that the Tenant has affixed to the premises, with the Lessor's consent, during the period that the Tenant has continued in possession of the premises under the agreement, unless the removal of the fixture would cause irreparable damage to the premises; and
  - (c) where the Tenant causes any damage to the premises by removing any fixture, the Tenant shall notify the Lessor and, at the option of the Lessor, repair the damage or compensate the Lessor for any reasonable expenses incurred by the Lessor in repairing

the damage.

(2A) It is a term of every residential tenancy agreement that —

- (a) a Tenant may affix either or both of the following items to a wall of premises the subject of the agreement for the purpose of ensuring the safety of a child or a person with a disability, but only with the Lessor's consent —
  - (i) furniture;
  - (ii) a thing to affix the furniture to the wall; and
- (b) the Lessor may only refuse consent —
  - (i) if affixing the item to the wall would disturb material containing asbestos; or
  - (ii) if the premises are entered in the Register of Heritage Places compiled under the Heritage of Western Australia Act 1990 section 46; or
  - (iii) if the premises is a lot in a scheme under the Strata Titles Act 1985, the by-laws for the scheme prohibit affixing the item to the wall of the premises; or
  - (iv) for a prescribed reason; and
- (c) unless the Lessor agrees otherwise in writing, the Tenant must remove the item from the wall when the Tenant vacates the premises and either —
  - (i) restore the wall to its original condition; or
  - (ii) compensate the Lessor for any reasonable expenses incurred by the Lessor in doing that restoration; and

- (d) the cost of affixing the item to the wall, removing it and restoring the wall to its original condition must be borne by the Tenant; and
  - (e) if the Tenant causes damage to the premises when affixing or removing the item or restoring the wall to its original condition —
    - (i) the Tenant must notify the Lessor in writing that damage has been caused to the premises; and
    - (ii) the Lessor may require the Tenant to repair the damage and restore the premises to their original condition or compensate the Lessor for the reasonable expenses incurred in doing the repair and restoration.
- (2B) The Lessor is taken to have consented to affixing the furniture or thing to the wall of the premises under subsection (2A)(a) if, and only if —
- (a) the Tenant has given the Lessor a request, in a form approved by the Commissioner, seeking the Lessor's consent to affix the item to the wall; and
  - (b) the Lessor has not refused consent under subsection (2A)(b) within 14 days after the day on which the Lessor receives the request. person against the Tenant or a dependant of the Tenant.
- (3) It is a term of every residential tenancy agreement that —
- (a) the Lessor may affix any fixture or make any renovation, alteration or addition to the premises, but only with the Tenant's consent; and
  - (b) the Tenant must not unreasonably withhold such consent.
- (4) It is a term of every residential tenancy agreement that a Tenant may affix any prescribed fixture, or make any prescribed renovation, alteration or addition to the premises (the prescribed alterations), necessary to prevent entry onto the premises of a person —
- (a) after the termination of the person's interest in a residential tenancy agreement under section 60(1)(bc); or
  - (b) in any event, if it is necessary to prevent the commission of family violence that the Tenant suspects, on reasonable grounds, is likely to be committed by the person against the Tenant or a dependant of the Tenant.
- (5) For the purposes of subsection (4) —
- (a) the cost of making the prescribed alterations must be borne by the Tenant; and
  - (b) the Tenant must give written notice to the Lessor of the Tenant's intention to make the prescribed alterations; and
  - (c) work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the Tenant must provide to the Lessor within 14 days of the alterations being completed; and
  - (d) the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws; and
  - (e) the Tenant must restore the premises to their original condition at the end of the residential tenancy agreement if the Lessor requires the Tenant to do so and, where restoration work has been undertaken by a tradesperson, must provide to the Lessor a copy of that tradesperson's invoice within 14 days of that work having been performed.
- (6) Subsection (4) does not apply to premises entered into the Register as defined in the Heritage of Western Australia Act 1990 section 3(1) or in the register as defined in the Heritage Act 2018 section 4.

*[Section 47 amended: No. 60 of 2011 s. 42, 88 and 89; No. 3 of 2019 s. 12; No. 25 of 2019 s. 67.]*



## Part 3 – Preparing your property for tenancy

To assist you further in the letting process, we would like to provide you with a short guide on getting your property ready for a new Tenant. This will give you some tips, tricks and things to think about during the preparation process.

We have designed this section as a to-do list for added ease.

### Things to remember:



**Mail redirection** — this can be completed online through the Australia Post website.

<https://auspost.com.au/receiving/manage-your-mail/redirect-hold-mail/redirect-mail>



**Utilities** – Please ensure all accounts are closed once a Tenant is confirmed.



**Appliance manuals/property fixtures guide** – We suggest locating the serial numbers or manuals for ovens, air conditioners and any other items requiring specific instructions to maintain or use. Remember, your Tenants may have never used this particular item before, so the more information you can give reduces the chances of issues.



**Keys** — Any lock within the property requires a key to be provided and be in working order. In total we will need three sets of keys: two sets for the Tenant and one for the agent.



# Cleaning guide – **inside** your property

- ☐ **Walls** – ensure all walls have marks and debris cleared from them. Any scuffs or large chips are to be patched and painted.
- ☐ **Ceilings** – De-cobweb throughout and ensure light fittings and any airconditioner vents are free of bug debris. Any areas of ceiling mould need to be cleaned and repainted with an anti-mould protection if required.
- ☐ **Ceiling fans** – clean blades and ensure inbuilt light fittings are free from bug debris.
- ☐ **Skirtings** – wipe down with a damp cloth and touch up paint if required.
- ☐ **Doors/doorways** – areas around door handles are to be cleaned, any chips or marks to be removed/repaired.
- ☐ **Windows** – to be cleaned inside and out including tracks and sills. Having the exterior cleaned is especially important in two-storey properties. Thinking about including in the lease that they be professionally cleaned upon vacation of the premises.
- ☐ **Flyscreens** – dust them down and repair any holes or splits.
- ☐ **Screen doors** – to be dusted and frames to be wiped clean and free from cobwebs.
- ☐ **Stoves** – controls, knobs, panels and drip trays to be cleaned, as well as griller racks and trays. Ensure cleaning of internal items including walls, oven roof and around elements. Be cautious of some oven cleaners as they may not be suitable for your particular oven and may cause damage.
- ☐ **Rangehoods/exhaust fans** – all covers and filters are to be washed– these can be put in a dishwasher to assist with removal of oily residue. If no dishwasher is available, then soak them in a bath or laundry sink with boiling water and a heavy grease removal dishwashing liquid. Ensure they are rinsed well with very hot water and dried before refitting.
- ☐ **Bathroom** – clean sinks, mirrors and cabinets inside and out, drawers are to be wiped and remove soap scum from shower screens. Ensure well-fitting plugs are supplied for each sink. Shower curtains are to be removed as Tenants will supply their own.
- ☐ **Toilet** – clean the cistern, seat and bowl and don't forget skirting tiles and flexi taps.
- ☐ **Laundry** – clean the laundry trough and cupboards inside and out, ensuring a plug is present for the sink.
- ☐ **Flooring** – All floors are to be cleaned throughout. Tiled floors in bathrooms, laundry and kitchen areas are to have grouting cleaned. If speciality flooring is in place, ensure a care plan is written out and included in the property handover notes for the Tenant.
- ☐ **Air-conditioners** – ensure filters are cleaned. We would recommend a service clean be completed for evaporative systems, to ensure the pads are clean and intact.
- ☐ **Cupboards/drawers** – clean inside and out, including the doors and trims. Please don't forget the kickboards and top ledges in kitchens.
- ☐ **Curtains** – any fabric curtains are to be washed and rehung.
- ☐ **Blinds** – all blind slats are to be dust free and wiped clean.
- ☐ **Carpets** – we would strongly recommend having these professional cleaned. If you require a trade then please don't hesitate to let us know. We are happy to provide the names and numbers of some trades, or arrange the works on your behalf.



# Cleaning guide – **outside** your property

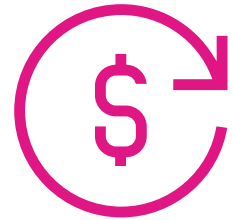
- ☐ **Lawns** – to be mowed, edged and weed-free to ensure they are upheld in the same manner.
- ☐ **Gardens** – remove all weeds and trim back plants to the level you wish them to be maintained. Remove excess leaf debris.
- ☐ **Guttering** – we suggest annual gutter cleaning to ensure the flow of water during the winter months. This also assists in preventing unnecessary backflow into the eaves.
- ☐ **Rubbish** – remove all rubbish around the property including behind sheds and under shrubs and trees, as well as lawn clippings that may be spread out or composted.
- ☐ **Paved areas** – to be swept and free of weeds and leaves.
- ☐ **Oil spills** – we recommend high pressure cleaning for these areas, especially the garage, BBQ areas or pathways.
- ☐ **Garage/tool sheds** – please remove all personal items to ensure the safety of your belongings if access is part of the tenancy. We also recommend labelling any paint left to the property. Keep in mind paint does deteriorate over time and may not match a few years down the track.

If a pet has been on the premises-

- ☐ **Pet excrement** – ensure this is removed from all gardens, lawns and surrounding areas of the property.
- ☐ **Pet urine** – ensure areas of concern are cleaned and sanitised internally and externally. If found in carpets, please advise a professional carpet cleaner so they can treat the areas.
- ☐ **Stains/marks** – internal and external walls may have marks where pets have regularly rubbed or laid against walls or furnishings. These will need to be cleaned.
- ☐ **Claw damage** – flyscreens, flooring and curtains may have claw pulls or scratching. We recommend repairing or replacing these.
- ☐ **Pet hair** – if a pet has resided inside the premises, advise the carpet cleaner of this to ensure they deep clean for pet hair. This can be an allergy issue for potential Tenants moving forward.

These items are not limited to just the above, but in our experience tend to be some areas missed or forgotten about. The condition of the property at the beginning of a tenancy is very important as it is the condition expected from the Tenant to maintain, uphold and return to us at the end of the tenancy. If you wish to have professional cleaning services completed this also can be arranged on your behalf. Please don't hesitate to contact your managing agent.

# The ultimate question – what will all this cost?



## A general cost breakdown & when to expect them....

Item	Cost
<b>ONETIME COSTING – COMPULSORY</b>	
Title Search	At cost (currently \$28.20 as of 2022)
Strata Plan Search	At cost (currently \$28.20 as of 2022)
High Definition Photos	\$170 inc GST
<b>BEGINNING OF TENANCY</b>	
Ingoing Property Condition Report >3x2	At cost
Ingoing Property Condition Report <3x2	At cost
Advertising	\$150
Sign Board	\$124
Tenancy Checks	\$15 per person, maximum \$60
Letting Fee	2 weeks rent + GST
<b>DURING TENANCY</b>	
Rent Review	\$33 inc GST
Routine Inspections	\$66 inc GST
Monthly Admin Fees	\$12 inc GST
Any further Bills eg Water, Rates Levies Etc	At cost
Lease Renewal	\$66 inc GST
<b>END OF TENANCY</b>	
Outgoing Inspection Report: 3x1 or less	\$110 inc GST
Outgoing Inspection Report: 3x2 or more	\$160 inc GST

# What to expect from us

Owners/Lessors and Investors often ask the same question...

## Why should I have a property manager?

There is no easy and quick answer to this.

Owners who manage their properties privately often underestimate the time and expertise this takes, especially if they fall foul of the legal parameters and restraints within the Residential Tenancies Act (RTA) and end up in legal difficulties and disputes with Tenants.

Our property managers are local to the area and have long standing ties within the community. As a family run business of 25+ years, we pride ourselves on these relationships. The advantage of this is that when it comes to appraising the rent, in particular niche areas and properties, we understand how this affects the value of your property.

The access our property managers have to specialised data is second to none. Access to programs such as REIWA, CoreLogic and other data banks that are not available to the public, gives us the ability to supply more in-depth reference/background checks for Tenants and occupants. These programs, along with local knowledge, give our property managers more tools and data to get the best outcome from your assets.

Along with maintaining RTA guidelines, our team also conduct rent reviews and will enforce them where required or justified to ensure the best rental returns are achieved from your investment property.

A few more points to **THINK PINK** about:

- ✓ Property managers are trained in the application of the RTA and can advise Owners and Tenants of their rights and obligations.
- ✓ Property managers are trained to report in detail on the condition of a home, and have the expertise and experience to maintain the home to a satisfactory level whilst adhering to the legislative requirements.
- ✓ Property managers uphold the integrity of the property along with maintaining, updating, and advising you of all legal documents and reports pertaining to all tenancies. These are especially important for insurance and tax purposes.
- ✓ Professional managers are skilled at supplying accounts and details of income and expenditure so that your taxation return can be completed.
- ✓ A property manager is a skilled negotiator, communicator and go-between for you and the Tenant. This professional distance can be a relief and an advantage if things get tricky.

Management fees are a small price to pay for legal documentation and most of all PEACE OF MIND.

# Final expectation snapshot

## **Tenancy agreement renewals:**

- Review of current tenancy agreement including rental amount
- Contact via email/phone before lease is due to seek instruction on whether you wish to renew
- We will contact you as soon as we are formally advised by the Tenant if they wish to vacate.

## **Periodical inspections:**

- First carried out 6 to 8 weeks after beginning of the tenancy, and every 3 months thereafter to a maximum 4 per calendar year.

## **Tenants vacating:**

- On receipt of a Tenant vacating notice we will notify you by email/phone, then proceed with formal confirmation to both yourself and the Tenant in writing.
- Confirm re-letting details with you, including asking price.
- List property for rent online and place a sign board on site if requested.
- Prepare vacating documentation and schedule final bond inspection.
- Conduct viewings and application processing. We will advise of the outcome of these on each viewing.
- After the Tenant vacates we will provide yourself and the Tenant with a copy of the final bond inspection report and arrange any works to finalise the tenancy if required.
- Complete the bond disposal process, typically within 21 days.

## **Property disbursements & statements:**

- All agreed disbursements paid out on your behalf, pending available rent funds.
- Rent statement to be issued with 3 business days of the prior month being closed out.
- Accurate annual expenditure statements within 30 days of end of financial year.





### **General communications:**

- Office hours are 9am to 5pm, Monday to Friday.
- All correspondence requiring reply from Owners is replied to within 24 hours, or as soon as practicable.
- Any correspondence requiring attention will be forwarded to you as soon as possible.

### **Complaints handling:**

- Tenant complaints received in writing will be acknowledged within 1 business day.
- All formal complaints received are forwarded to management and actioned accordingly within two business days.

### **Documents:**

- All documents are provided in English.
- All documents sent are completed and signed accordingly.
- All property condition reports include Tenant comments and are completed comprehensively and accurately.
- Copies of all documents we sign on your behalf are sent to you for your records.

### **Personal information:**

- All personal information will be held in the strictest confidence and will not be released to a third party without authority.
- All updates and corrections advised to us will be recorded in our system within one business day.

### **Professional standards:**

- The highest standards of honesty, integrity and professional practice will be conducted in compliance with the Code Of Conduct Of The Real Estate Institute of Australia.

# Our programs & uses



This is the program that tracks the day to day management of the property including, but not limited to, fees charges and rent collections.

## **Signing up to the Portal**

Property Tree offers Owner Portal access to all owner contacts. Your Real Estate Agent can send you an email invitation.

Once you receive the invitation email click on **“Join Now”**. You will be redirected to the Property Tree Portal page where you can set up access to the portal.

Note: The method you choose to create your account with will be the method you will use to log into the portal. It is not possible to change the login method to once you have created your account.

Property Tree Portals offers multiple sign up methods, including:

- Property Tree Login (i.e. email address and password)
- Facebook
- Google
- Microsoft
- Twitter
- LinkedIn

## **Accessing the Portal**

Property Tree does not currently have a mobile application for Owners. The portal can accessed from the website [client.propertytree.com](http://client.propertytree.com).

You will log into the portal using the same method you used to create your account. When you access the landing page, it will state the method you used to login previously.

Maintenance is also sent to you through this portal for approval or decline. This is an add-on called Bricks & Agents. This gives you the ability to view photos sent by the Tenant and also message regarding those items, rather than emailing separately.



We conduct our Ingoing Property Condition Reports, Routine Inspections and Outgoing Property Condition Reports electronically through this program. All reports include labelled photos and details about each area. The routine inspections will also include maintenance required, suggested improvements and also any items for Tenant rectification. This will give you a full picture of the condition of the property.

# Reference websites for perusal:

**DMIRS:** [www.dmirs.wa.gov.au](http://www.dmirs.wa.gov.au)

**COMMERCE:** [www.commerce.wa.gov.au/building-and-energy/swimming-pools-dividing-fences-rcds-and-smoke-alarms](http://www.commerce.wa.gov.au/building-and-energy/swimming-pools-dividing-fences-rcds-and-smoke-alarms)

**DUOTAX DEPRECIATION:** [Think Pink Realty Depreciation Order Form](#)

**MY CONNECT:** <https://www.myconnect.com.au/landing/think-pink-realty>



## **Disclaimer:**

This handbook has been correlated and produced within the THINK PINK REALTY agency. All care and due diligence has been taken in ensuring all information provided is of a current nature and abides within the Department of Mines Industry Regulation and Safety guidelines.

Our handbook is a guideline only and although all information provided is based on industry standards and regulations, it is still of a general nature. Any information relating to the law in this handbook is intended only as a summary and general overview on matters of interest. It is not intended to be comprehensive nor does it constitute legal advice. While our officers, employees, agents and associates believe that such information is correct and current at the time of printing, we do not guarantee its accuracy or currency. Many factors unknown to us that are of an individual capacity and particular situation may affect the applicability of any statement or comment that we make to your particular circumstances and consequently you should seek appropriate legal advice from your qualified practitioner before acting or relying on any of the information contained in this handbook.



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