



FORM 1AA RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES ACT 1987 (WA)

Section 27A

PART A

This agreement is made between:

Lessor [name of lessor(s)] CLIFFORD SUPER ANNATION FUND PTY LTD
[lessor(s) contact details] ADDRESS: 67 CAPE LE GRAND AVE AUBIN GROVE 6164
TELEPHONE: 0418 818 593 (optional) EMAIL: melifford@alvroad.com.au (optional)

and

Tenant [name of tenant one] PAUL ALEXANDER BRASSE
[tenant contact details] ADDRESS: 3 MUGO LANE, AUBIN GROVE 6164
TELEPHONE: 0424 073 260 EMAIL: Paul.brasse@hotmail.com

Tenant [name of tenant two] _____
[tenant contact details] ADDRESS: _____
TELEPHONE: _____ EMAIL: _____

Lessor's property manager

[name of lessor's property manager (if any) and contact details]

Giving of notices and information by electronic means

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the *Electronic Transactions Act 2011*.

Lessor

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

Tenant one

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

Tenant two

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

Lessor's property manager

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay [insert number] 100 % of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises? Yes No

ELECTRICITY, GAS AND OTHER UTILITIES

Indicate for the utilities below whether or not the premises are separately metered:

Electricity Yes No Gas Yes No Water Yes No

Other [please specify]: _____ Yes No

Where the premises are **separately** metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

Where the premises are **not separately** metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:

- Electricity: [insert method of calculation] _____
- Gas: [insert method of calculation] _____
- Water: [insert method of calculation] _____
- Other [please specify]: _____ [insert method of calculation] _____

STRATA BY-LAWS

Strata by-laws ARE/ARE NOT* (~~delete as appropriate~~) applicable to the residential premises. A copy of the by-laws is attached:
Yes No

SCHEME BY-LAWS FOR A COMMUNITY TITLES SCHEME

Belongs, community titles scheme, scheme by-laws, tier 2 scheme and tier 3 scheme have the meanings given in the Community Titles Act 2018 section 3(1).

Scheme by-laws for a community titles scheme ARE/ARE NOT* (~~delete as appropriate~~) applicable to the residential premises. A copy of the scheme by-laws is attached:

Yes No

If scheme by-laws for a community titles scheme are applicable to the residential premises, and the premises is in a tier 2 scheme or a tier 3 scheme, the scheme by-laws to be attached must include the scheme by-laws for a community titles scheme to which that tier 2 scheme or tier 3 scheme belongs.

PETS

The pets listed may be kept at the premises: Pets by written authority.

RIGHT OF TENANT TO ASSIGN OR SUB-LET

(* delete as appropriate)

- * The tenant may assign the tenant's interest under this agreement or sub-let the premises.
- * The tenant may not assign the tenant's interest under this agreement or sub-let the premises.
- * The tenant may assign the tenant's interest under this agreement or sub-let the premises only with the written consent of the lessor.

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES

(* delete as appropriate)

- * The tenant must not affix any fixture or make any renovation, alteration or addition to the premises.
- * The tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the lessor's written permission.

the amount it requires from the owner of the premises (as a member of the community corporation) under the Community Titles Act 2018 section 88.

PUBLIC UTILITY SERVICES

10. *Public utility services* have the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify:
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify:
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

15. The lessor must:
 - 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
 - 15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

16. The tenant is entitled to 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.
17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

18. The tenant must:
 - 18.1 use the premises as a place of residence; and
 - 18.2 not use or allow the premises to be used for any illegal purpose; and
 - 18.3 not cause or permit a nuisance; and
 - 18.4 not intentionally or negligently cause or permit damage to the residential premises; and
 - 18.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
 - 18.6 keep the premises in a reasonable state of cleanliness; and
 - 18.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
 - 18.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

20. In this clause, *premises* includes fixtures and chattels provided with the premises but does not include:
 - 20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
 - 20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
21. The lessor must:

attempt to negotiate a day and time that does not unduly inconvenience the tenant.

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

28. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 pm.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

30. The lessor or property manager exercising a right of entry:

30.1 must do so in a reasonable manner; and

30.2 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.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

ALTERATIONS AND ADDITIONS TO THE PREMISES

32. If the tenancy agreement allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:

32.1 the tenant must obtain permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and

32.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and

32.3 notify the lessor of any damage caused by removing any fixture 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; and

32.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.

33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:

33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and

33.2 the lessor must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

33A. For the purposes of the *Residential Tenancies Act 1987* section 47(4), the tenant may make the following prescribed alterations:

33A.1 the renovation, alteration or addition of any of the following —

- security alarms and cameras;
- locks, screens and shutters on windows;
- security screens on doors;
- exterior lights;
- locks on gates;

33A.2 the pruning of shrubs and trees to improve visibility around the residential premises.

33B. Under the *Residential Tenancies Act 1987* section 47(5):

33B.1 the cost of making the prescribed alterations must be borne by the tenant; and

33B.2 the tenant must give written notice to the lessor of the tenant's intention to make the prescribed alterations; and

33B.3 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

33B.4 the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws or scheme by-laws for a community titles scheme; and

33B.5 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.

LOCKS AND SECURITY DEVICES

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection.
44. **Warning:**
- 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
- 44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that if the lessor or the property manager applies to the Bond Administrator for all or part of the security bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.
47. The Bond Administrator can only release the security bond when it receives either:
- 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
- 47.2 an order of the court.
48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:
- 50.1 the person is a named tenant on the residential tenancy agreement; and
- 50.2 the residential tenancy agreement has been terminated; and
- 50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

NOTICES

- 51A. A notice under this agreement must be given:
- 51A.1 in the prescribed form; or
- 51A.2 if there is no prescribed form but there is an approved form — in the approved form; or
- 51A.3 if there is no prescribed form or approved form — in writing.
- 51B. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.
- 51C. A notice under this agreement may be given to a person:
- 51C.1 by giving it to the person directly; or
- 51C.2 if an address for service for the person is given in the agreement — by posting it to the address for service; or
- 51C.3 if the person has agreed under Part A to the electronic service of notices — by sending the notice to the email address or facsimile number given in Part A.
- 51D. A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the agreement.

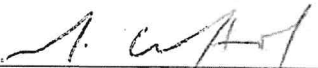
ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY

52. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Mines, Industry Regulation and Safety may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
53. The tenant should generally approach the lessor or property manager to solve any problem before approaching the

THE LESSOR AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

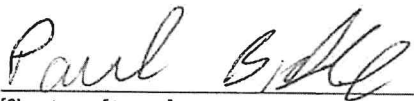
Signed by the LESSOR/PROPERTY MANAGER



[Signature of lessor/property manager]

07 / 02 / 22
Date

Signed by the TENANT/S (strike-out non-applicable signature blocks)



[Signature of tenant]

07 / 02 / 2022
Date

[Signature of tenant]

Date

[Signature of tenant]

Date

[Signature of tenant]

Date

For further information about rights and obligations as a lessor or tenant, refer to the *Residential Tenancies Act 1987* or contact the Department of Mines, Industry Regulation and Safety on 1300 304 054 or www.commerce.wa.gov.au/Tenancy
For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Mines, Industry Regulation and Safety (1300 304 054) for assistance.



Record of Payment of Security Bond

Residential Tenancies Act 1987 - Section 29(4)(c)

Residential Parks (Long-stay Tenants) Act 2006 - Section 21(3)

28/02/2022

Bond Reference Number 10852/22

CLIFFORD SUPERANNUATION FUND PTY LTD
67 Cape le Grand AV
AUBIN GROVE WA 6164

Address of Rented Premises

3 Mugo LANE
AUBIN GROVE WA 6164

Amount of security bond
\$1,600.00

Date paid to owner / agent
07/02/2022

Pet bond (if applicable)
\$0.00

Transaction Type
Lodgement

Start date of tenancy
07/02/2022

Tenant(s)
PAUL BRASSE

Owner(s) / Agent / Park Operator
CLIFFORD SUPERANNUATION FUND PTY LTD

Seek advice immediately if you need more information.

Tenants should ensure that they have received a copy of Form 1AC (Information for Tenants).

Applicable to agreements made under the *Residential Tenancies Act 1987* only.

PLEASE KEEP THIS RECORD

Details shown on the Record of Payment of Security Bond will be required and used by either party to the bond should they make an application to a Court to determine disposal of security bond under Schedule 1, clause 8 of the *Residential Tenancies Act 1987*.

INFORMATION ABOUT TENANCY BONDS

For further information about lodging, varying and disposing of a bond visit www.commerce.wa.gov.au/bonds.