



FORM 1AA RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES ACT 1987 (WA)
Section 27A

PART A

This agreement is made between:

Lessor [name of lessor(s)] NATHAN JOHN CHALMERS & SIMONE CHALMERS T/AS PHALANX P/L
ATF CHALMERS SUPERANNUATION FUND

[lessor(s) contact details] ADDRESS: 18 DAY PATCH ST, EAST FREMANTLE, WA, 6158

TELEPHONE: 0458 027 020 (optional) EMAIL: simone.chalmers1@bigpond.com (optional)

and

Tenant [name of tenant one] KIM IRENE MAGUIRE

[tenant contact details] ADDRESS: UNIT 1/22 WAIKIRI PDE, KALBARRI, WA 6536

TELEPHONE: 0407 371 256 EMAIL: kimirene@westnet.com.au

Tenant [name of tenant two] _____

[tenant contact details] ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

Lessor's property manager

SIMONE CHALMERS - 0458 027 020
[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]

TERM OF AGREEMENT

(* delete as appropriate)

~~This residential tenancy agreement is periodic~~ starting on _____/_____/_____.

* This residential tenancy agreement is **fixed** - starting on 20 / 08 / 2020 and ending on 20 / 08 / 2021.

Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.

RESIDENTIAL PREMISES

The residential premises are [insert address] UNIT 1/22 WAIKIRI PDE, KALBARRI, WA and include/exclude* (* delete as appropriate):

Available storage space in shed plus furniture items as per inventory.
[include any additional matters, such as a parking space or furniture provided, or any exclusions, such as sheds]

MAXIMUM NUMBER OF OCCUPANTS

No more than [insert number] 1 persons may ordinarily live at the premises at any one time.

RENT

(* delete as appropriate)

The rent is [insert amount] \$ 250.00 per week calculated by reference to tenants income

[insert calculation] _____

Payable weekly fortnightly* in advance starting on 20 / 08 / 2020

The method by which the rent must be paid is: (* delete as appropriate)

~~(a) by cash or cheque*;~~ or

(b) into the following account or any other account nominated by the lessor*:

BSB: 086886 Account number: 942473231 Account name: CHALMERS SUPER FUND Payment reference: KIMM

or

~~(c) as follows*:~~ _____

SECURITY BOND

A security bond of [insert amount] \$ PAID and a pet bond of [insert amount] \$ N/A must be paid by the tenant on signing this agreement.

Note: Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.

RENT INCREASE

In the case of a periodic tenancy (see "TERM OF AGREEMENT") any rent increase will be no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

Note: If rent is calculated by reference to income, the requirement to provide a notice of rent increase only applies if the method of calculating the rent is changed.

In the case of a fixed-term tenancy (see "TERM OF AGREEMENT") the rent increase will be [insert maximum increase or method of calculating increase, e.g. CPI or percentage] N/A and take effect no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

Note: For fixed-term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.

WATER SERVICES

Is scheme water connected to the premises? Yes No

Note: If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.

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 are attached:

Yes No COPY AVAILABLE FROM RAY WHITE KAUBARRI IF REQD

PETS

The pets listed may be kept at the premises: 1x DOG (JUNIOR)

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.

PROPERTY CONDITION REPORTS

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.

PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and
- (d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*. HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

ADDITIONAL TERMS:

- ① The lessor will pay the Annual Gas Container Hire Fee - the tenant will replace the gas as required
- ② The weekly rental amount includes the use of furniture items listed on the inventory provided. These items form part of this agreement and MAY NOT be removed or replaced and are to remain in the condition they are presented in, excepting normal wear & tear, as per the terms of this agreement.
- ③ This agreement includes the use of the available space in the storage shed on the property. Due to the lessor having some items in the shed, they have the exclusive right to access this space by providing the tenant with reasonable notice of access, at a mutually agreeable time. The lessors items are, at no time, to be removed from the shed & must remain under lock and key.

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

Signed by the LESSOR/PROPERTY MANAGER

Stuart Charles
[Signature of lessor/property manager]

12 / 7 / 2020
Date

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

Magnife
[Signature of tenant]

12 / 7 / 2020
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.