



FORM 1AA RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES ACT 1987 (WA)

Section 27A

PART A

This agreement is made between:

Lessor [name of lessor(s)] Lindsay O'Rourke

[lessor(s) contact details] ADDRESS: 66 Valencia rd Carmel

TELEPHONE: 0419049915 (optional) EMAIL: lindsayo.rourke@bigpond.com (optional)

and

Tenant [name of tenant one] Joshua Smith

[tenant contact details] ADDRESS: As above

TELEPHONE: 0498 856 162 EMAIL: premiumhire@gmail.com

Tenant [name of tenant two] Shelley Smith

[tenant contact details] ADDRESS: _____

TELEPHONE: 0432280067 EMAIL: Shelley.Smith2@outlook.com

Lessor's property manager

Lindsay O'Rourke
[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 01/05/2021 and ending on 01/05/2023

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] 8 Trafalgar rise Australind and include/exclude (* delete as appropriate):

[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] 4 persons may ordinarily live at the premises at any one time.

RENT

(* delete as appropriate)

The rent is [insert amount] \$ 380 per week/calculated by reference to tenants income

[insert calculation] _____

Payable weekly/fortnightly* in advance starting on 01/05/2021

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: 306-075 Account number: 0515379 Account name: L&A ORourke Investments Payment reference: Rent

or

(c) as follows*: _____

SECURITY BOND

A security bond of [insert amount] \$ 1520 and a pet bond of [insert amount] \$ 260 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] _____ 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.

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]

29 / 04 / 2021
Date

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



[Signature of tenant]

29 / 04 / 2021
Date



[Signature of tenant]

29 / 04 / 2021
Date

~~[Signature of tenant]~~

[Signature of tenant]

~~Date~~

Date

~~[Signature of tenant]~~

[Signature of tenant]

~~Date~~

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.