

# Renting A Property For The First Time In Perth, WA



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## Abstract

Renting a property for the first time in Perth can be an exciting yet daunting experience. Perth's rental market offers a variety of options, from apartments in the vibrant city center to cozy suburban homes. As a newcomer, it's essential to familiarize yourself with the local rental laws and regulations, ensuring a smooth process. Start by determining your budget and preferred location, then begin your search through online listings or real estate agencies. Be prepared to provide references, proof of income, and possibly undergo a background check. Once you've found a suitable property, carefully review the lease agreement before signing to understand your rights and responsibilities as a tenant. With proper research and diligence, renting your first property in Perth can mark the beginning of an exciting new chapter.



### 1. Introduction

Navigating the rental market in Perth for the first time requires a balance of patience and persistence. It's essential to have a clear understanding of your needs and priorities in terms of location, amenities, and budget. Take the time to visit potential properties and ask questions about the terms of the lease, maintenance responsibilities, and any additional fees. Building a good rapport with landlords or property managers can also be beneficial in securing your desired rental. Remember to factor in additional costs such as utilities,

insurance, and bond payments. With thorough preparation and a proactive approach, renting your first property in Perth can be a rewarding experience.

## 2. Stay Updated With The Rental Laws In Perth



More than a decade after Western Australia's rental laws were last updated, change is afoot.

After being delayed by COVID, the government has today announced a raft of changes that it says will balance the needs of both renters and landlords.

### **What are the big changes?**

One of the biggest changes is that rents will only be allowed to be increased once a year – down from twice currently.

Tenants will also be allowed to have pets in most cases.

If a landlord doesn't want pets in their property, they'll have to apply to the Commissioner for Consumer Protection and have a reasonable reason to do so.

Renters will also be allowed to make certain minor modifications — but they may be required to restore the property to its original condition at the end of their tenancy.

Landlords will only be able to refuse consent for modifications on certain grounds.

The release of security bonds will also be streamlined, and disputes over bonds and anything else will be handled by the Commissioner for Consumer Protection.

### **What about no-grounds evictions?**



One of the most contentious part of the reforms process has been around no-grounds evictions.

Currently, landlords can end a periodic lease with 60 days' notice, or a fixed-term lease with 30 days' notice, for any reason.

Victoria, Tasmania, the ACT and Queensland have passed laws that mean landlords can only evict some, or all, tenants if certain criteria is met.

Renters' advocates had been crying out for similar changes, saying as long as landlords had the power to evict tenants for no reason, renters would be left worried that asking for repairs to their property or challenging rent increases could see them kicked out.

But property groups like REIWA cautioned that significant changes like that could lead to investors fleeing the market, reducing an already small pool of rental properties and driving prices even higher.

Commerce Minister Sue Ellery, who's responsible for the changes, said making significant changes were not in the community's interests.

"It's not the right time to make it more complex to own and manage a long-term private rental property," she said.

"It's a balancing act. We need to address the issues that some tenants are facing, and we've done that ... and we need properties to remain on the market."

Perth has one of the nation's lowest rental vacancy rates, with REIWA estimating it sat at just 0.7 per cent in April — far from the 2.5 to 3.5 per cent it said represented a balanced market.

### **And what about rent bidding?**

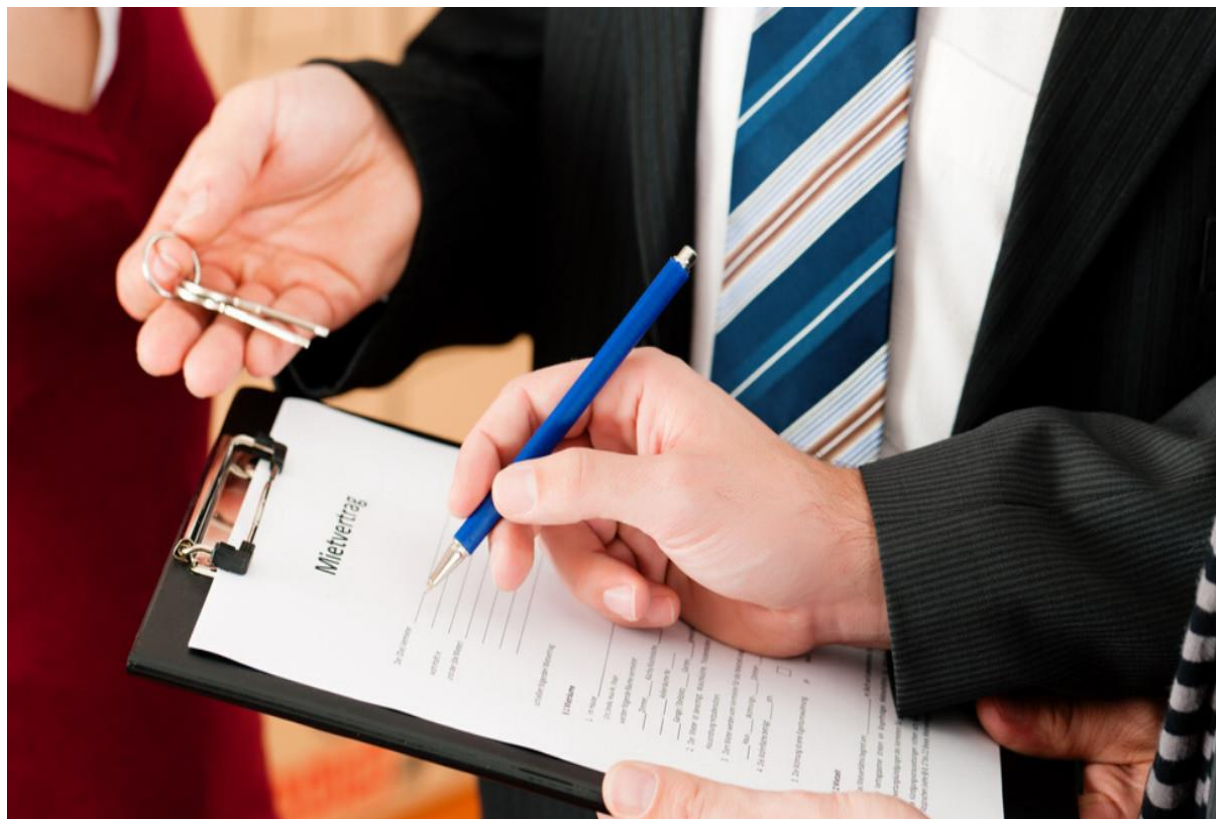
The changes will also stop landlords and property managers pressuring or encouraging tenants to offer more than the advertised rent.

But tenants will still be able to offer more than the advertised price if they choose to.

Reforms will also mean rents will have to be advertised as a fixed amount and not a range.

"Prohibiting rent bidding and reducing rent increases to once a year will help ease the financial burden on many families," Ms Ellery said.

### **What difference will these changes make?**



There's no doubt the changes will be welcomed by renters, who have been asking for changes like these for years.

But the biggest challenges with rentals – and housing in general – are around supply.

The government is investing significant amounts in various efforts to try to get more homes built, including stamp duty concessions and moves to expand the state's construction workforce.

Relief is also expected as homes built as part of COVID stimulus measures are gradually finished.

Housing Minister John Carey said the changes announced today were the right move until those supply pressures eased.

"But be very clear, the key answer to providing rental relief in this current market is boosting housing supply, and we're doing that with every measure possible," he said.

### **3. Know Your Rights And Responsibilities As A Tenants**



**Your tenancy agreement**

A tenancy is an agreement which sets out your rights and responsibilities for renting a house. This means you are paying to stay there. You do not own it yourself. Communities is your landlord.

There must be a written agreement between you and your landlord. This is called a tenancy agreement or 'lease'.

The tenancy agreement outlines the responsibilities of both you as a tenant and your landlord. You both must sign and agree to the content in the tenancy agreement.

Your Housing Services Officer will discuss the agreement with you and answer any questions you might have before you sign it.

## **Rights and responsibilities**

### **Moving in**

When you are signing up to live in your new home, your Housing Services Officer will complete a property condition report with you. The report prevents any disputes over responsibility of property damage on vacating a tenancy or when evictions occur.

It is important that you tell your Housing Services Officer of any damage that is already present. If possible, take photos of any sighted damage as soon as practicable.

### **What to look for:**

Old drill holes and marks on the walls

Dents or damage to any appliances

Burns of any description.

In the event damage is identified in the property condition report, you will not be charged for repairs.

If you don't sign the report, Communities will assume you were satisfied, and the property was in good repair when you moved in. You will be held responsible for any damage to the property when you move out.

### **Looking after the property**

As your landlord, Communities is responsible for keeping the property in a safe condition. As a tenant you share responsibility for looking after the property. You must keep the property clean, tidy and pest-free. If something breaks down or needs repair, report it to your Housing Services Officer immediately.

## **Being a good neighbour**

Every tenant is expected to be a good neighbour.

It is recognised that being a good neighbour is a mutual compromise as everyone is entitled to peaceful enjoyment of their property.

Disruptive behaviour is a breach of your Tenancy Agreement and is treated very seriously by Communities. For more information, please see the Disruptive Behaviour Management Policy.

If your behaviour breaches Policy, you may be evicted from the property.

## **Improving the property**



If you want to make large improvements to the property, you will need to get permission from your Housing Services Officer.

Improvements you might be able to make include:

Curtain tracks and shelving

TV antennas and satellite dishes

Roller shutters, security screens or blinds

Air conditioners and ceiling fans



## **Painting**

Obtaining approval first is imperative.

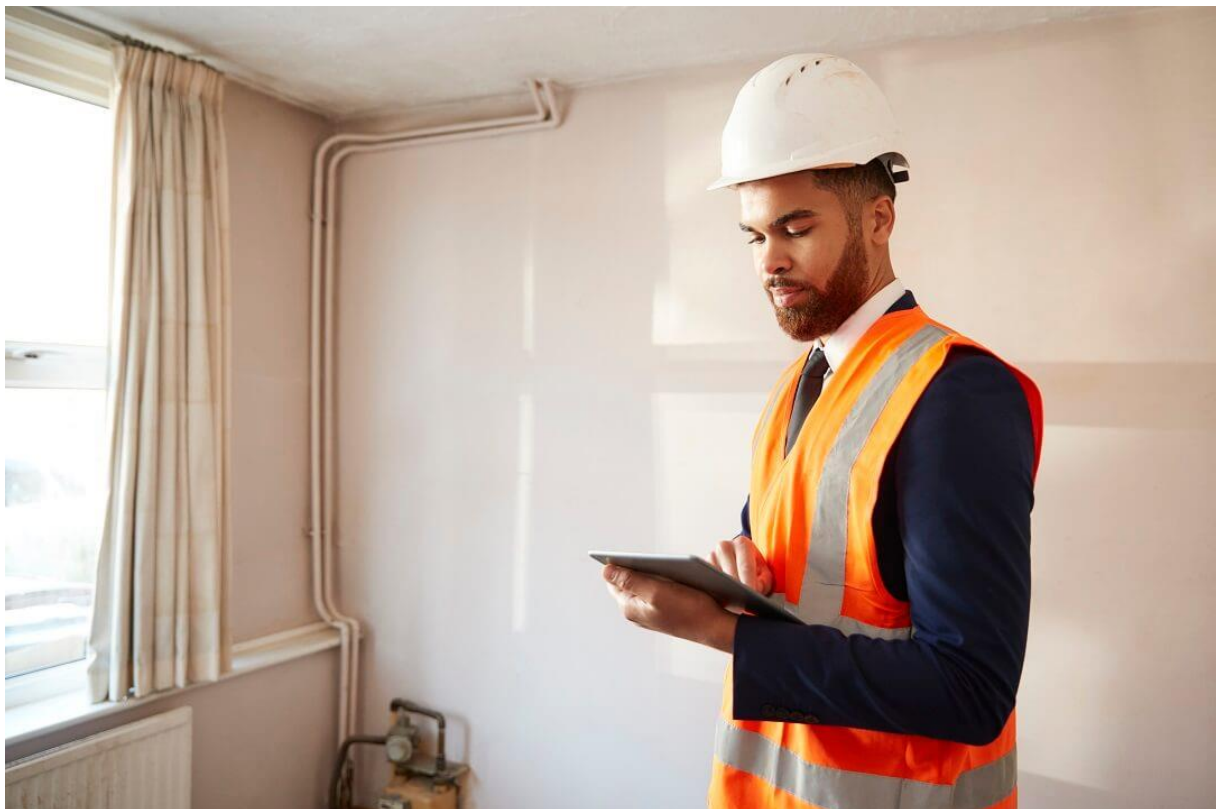
If you do not obtain approval you may have to remove any structures or renovations at your own cost.

If your work is approved, you will be responsible for organising and paying for all materials and work carried out on the property, and for ensuring that the work is compliant with all legal requirements.

When you vacate the property, you will be responsible for ensuring there are no drill holes left in the walls or other damage to the property.

If you are in doubt, contact your nearest Housing office([link is external](#)) during business hours.

## **Inspections**



Your Housing Services Officer will attend your allocated property to complete a property inspection up to two times per year.

The inspection is for the purpose of making sure that you are maintaining the property in accordance with your tenancy agreement.

You will be provided notice prior to the inspection.

If you are experiencing difficulties maintaining the property, services from local shires or community groups may be able to help. Ask your Housing Services Officer how to find some of these services.

Your Housing Services Officer can also visit the property throughout the year to see how you're going. These visits are outlined in your tenancy agreement.

### **Moving out**

You will need to let your Housing Services Officer know that you are vacating the property a minimum of 21 days before. The property must be left clean and tidy and in good repair.

If you do not do this, Communities may charge you for cleaning up or for repairing damage. This is called tenant liability.

Your Housing Services Officer will compare the condition of the property when you moved in, to the condition when you vacated.

They will look at the property condition report that you filled in when you first moved in.

## **4. Read Your Lease Agreement Carefully Before Signing**



Someday, between the time you move out of your childhood home and when you buy your first residence, you'll probably find yourself staring at a lease. A lease is a contract between someone who owns real estate (the landlord) and another person who occupies that piece of real estate (the tenant), covering the conditions under which the tenant may possess, occupy, and use the property.

Reading a lease can be befuddling, and often the first impulse is to just go ahead and sign the thing, rather than try to wade through and decipher all the legal language. However, it's important to understand that a lease is a legally enforceable agreement, and you could find yourself in a predicament later on if you fail to abide by the terms—the very ones you agreed to by signing on the dotted line. Before you sign, take the time to read the entire document.

Here's what to look for in a lease to rent a dwelling, be it an apartment or a house.

### **Include Property Details**

The lease should include basic facts and data about the property, including the physical address and the landlord's name and contact information. It should also state the date the lease was signed; the beginning and end dates of the rental period; and options for lease renewal, including policies for rent increases. If any appliances are in the unit (such as a range, refrigerator, or washing machine), or if the unit is furnished, that should be included, too.

### **Define Deposit, Rent, and Fee Amounts**

People tend to pay close attention to how much rent will cost each month, but there may be other costs that should be noted as well, including various deposits and fees. Details about any deposits—such as an upfront security deposit or fees for parking or pets—should also be clearly stated, along with conditions for getting your money back.

The lease should state particulars about the rent:

- Monthly amount due
- When it is due
- Methods of acceptable payment
- Any allowable grace period for late payment
- Amount of any late fees
- Utility Inclusion

The lease should indicate policies regarding utility service and billing. Be sure to find out which, if any, utilities are included as part of your monthly rent, and whether you are expected to cover any of the costs.

Some landlords, for example, pay for electric, water, and sewer services, while the tenant pays for cable and Internet.

### **Repairs and Maintenance**



This is something to pay close attention to since it can end up costing a lot of money, time, and headaches. In some rental arrangements, the landlord is responsible for taking care of all repairs and maintenance—whether it’s a leaky faucet or a broken air conditioner.

In other situations, the landlord might repair or replace only major appliances but leave the tenant responsible for everything else. And then there are agreements where the tenant is responsible for all the costs of repairs and maintenance. There may also be stipulations about the maintenance of the yard or outside areas.

As you can see, it’s imperative that you read the lease to determine your landlord’s responsibilities—as well as yours—when it comes to repairs and maintenance issues. Make sure you're clear on who pays for what, who arranges service calls, and the amount of time you and your landlord have to address any issues.

### **Pet Policy**

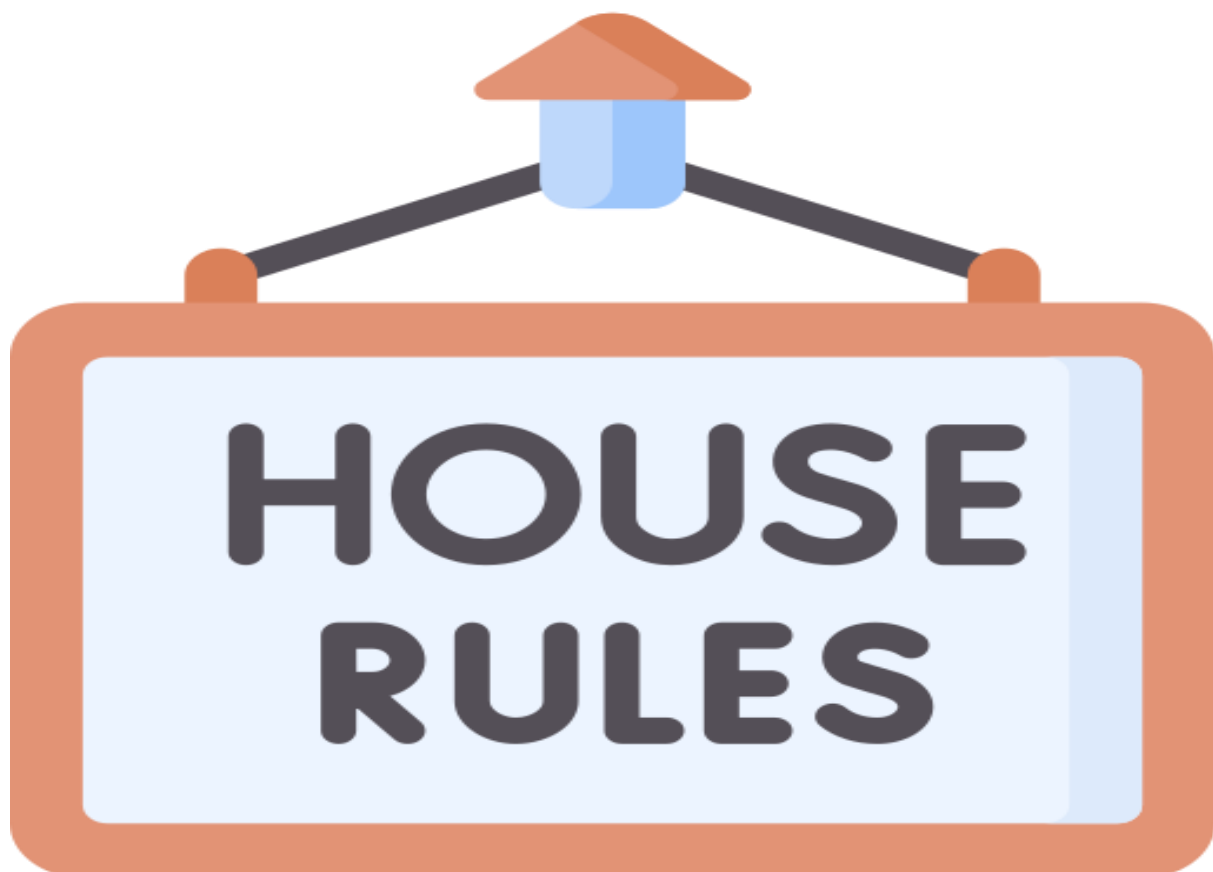
If you have a pet, read the lease to find out if animals are allowed, and if so, whether there are any size or breed-specific restrictions (some rental properties allow most dogs, but not pit bulls, for example).

You might be required to pay a “pet deposit” that may or may not be returned once you move out (assuming no pet damage). Sometimes the “pet fee” is nonrefundable because it is used for treating the space for fleas and deodorizing and shampooing the unit’s flooring and upholstery after you move out.

In some cases, you might also pay “pet rent,” a monthly or yearly fee tacked on to your rent to cover normal wear and tear from pets.

If the lease contains a no-pets clause and you violate it by bringing a furry friend into your unit, the landlord generally has the legal right to evict you. A no-pets clause cannot be added to a lease once it’s signed, however, so your landlord can’t change the pet policy in the middle of your lease.

### **House Rules**



The lease should describe the acceptable use of the property (e.g., “The premises shall be used exclusively as a private residential dwelling for the tenant and his immediate family only”), plus any policies for things like:

- Maximum occupancy
- Quiet hours
- Overnight guests
- Parking and storage
- Smoking
- Landlord right of entry
- Granting access to maintenance workers
- Property alterations
- Long absences (on your part)
- Insurance requirements
- Eviction

## 5. Know About End Of Tenancy When Moving



A lease can end for reasons including expiry, redevelopment, default or termination by mutual agreement.

## **Lease term has expired and there are no options to renew**

Unless otherwise agreed you must vacate the premises when your lease term has expired and any options to renew the lease have been used. Usually you will have to vacate the premises by a certain date or start negotiating a new lease. A new lease may have different terms and conditions, including higher rent.

If you want to stay in the current premises, you should write to your landlord (or their agent) well before the lease expires to determine whether they will renew it and what the terms and conditions will be. This will give you time to consider your options and look for alternative premises if you can't renew the lease.

In some circumstances, you may be allowed to stay in the premises after your lease has expired, paying rent on a fortnightly or monthly basis. This is known as a periodic lease.

A periodic lease does not give you the same protections as a fixed term lease. For example, at any time the landlord for most periodic leases can give you one month written notice to vacate the premises.

## **Make good requirements**



When you leave the premises you will generally be required to reinstate them to the condition they were in at the start of your lease. This is commonly referred to as 'make good'. Check for any make good clauses before you reach the end of your lease and understand your obligations.

Make good clauses can require the tenant to remove any fixtures or fit-out belonging to them, repair any damages, replace carpets, repaint walls and clean the premises. Your lease should specify what you are required to do, and allow for normal wear and tear. If you obtained a property condition report at the start of your lease you can refer to this as part of the make good.

You should allow sufficient time at the end of your lease to complete the make good requirements.

Failure to agree may result in the landlord withholding your bond or charging you additional costs, such as repair and cleaning costs.

### **Bond and guarantee**



Once you have completed your make good and vacated the premises you should receive your bond and/or guarantee release back from the landlord.

The lease may allow for the landlord to use or withhold the bond under certain conditions. Check your lease to determine whether you agreed to a certain timeframe to have your bond returned after vacating the premises. If your lease does not state a timeframe, the landlord should return the bond as soon as is reasonably possible.

### **Redevelopment of premises**



A redevelopment clause may allow the landlord to terminate a lease early in order to carry out major works to renovate or redevelop the premises. In these circumstances you could find yourself without premises. This could have a severe impact on your business, particularly if your goodwill is attached to your location.

If you have agreed to a relocation clause in your lease, check to see whether you negotiated to be paid compensation for loss of trade and to cover your relocation costs.

### **Default due to non-payment of rent**

If a tenant defaults in paying the rent on time most leases allow the landlord, without notice to the tenant, to terminate the lease and take possession of the premises.

You may find yourself unable to trade or enter the premises to collect your belongings. You can negotiate with the landlord to access the property to collect your belongings, generally, they can't keep or sell your belongings unless specified in the lease. If you don't claim them it's likely the procedure outlined in the Disposal of Uncollected Goods Act 1970 will be followed.

Your lease should cover written notification of a default and the action that will be taken if it is not fixed within a reasonable time period. The landlord generally has the right to recover from you all the monies, including interest, owing up to the end of the lease.

### **Termination by mutual agreement**

It is possible for the landlord and the tenant to mutually agree to terminate the lease early. This may be in circumstances where it benefits both parties. If you need to terminate the lease early, you should discuss this with your landlord. They are not obliged to release you from your agreement but may be willing to negotiate if you are facing serious financial difficulties or other circumstances beyond your control.

## **6. Releasing Or Claiming A bond**



At the end of a tenancy, bond money will only be paid out if:

- all tenants and the lessor agree;
- a court order is obtained from a magistrate for a residential tenancy agreement; or
- an order is obtained from the State Administrative Tribunal for a residential parks long-stay tenancy agreement.

Personal information is managed in accordance with the Bonds Administration management of personal information policy.

### **Releasing a bond**

Private lessors/landlords

Use BondsOnline to release a bond. If you cannot use BondsOnline, please follow the instructions on creating a manual bonds form.

Real estate agents and property managers

Bonds must be released using BondsOnline.

### **Completing the form**

The form should be completed and signed by all parties when there is no dispute over the condition of the property on handing it back to the lessor or all parties have agreed how the bond money should be divided to pay for any costs for which the tenant may be liable at the end of the tenancy for example damage to the property or outstanding water usage charges. While the bond may be used for unpaid rent, it is against the law to leave some rent unpaid

at the end of the tenancy in the belief the lessor will just take the amount owing from the bond.

Important: Make sure the parties and amounts are filled in on the disposal form before signing it. NEVER sign a blank or partially completed form

If a signature is missing for whatever reason the Bond Administrator cannot legally pay out a bond.

### **Disputes**

If parties cannot agree on how the bond should be paid out or if there is a missing signature it will mean that a court order (residential tenancy) or tribunal order (residential parks long-stay tenancy) will be required. The Bond Administrator cannot hear arguments about who is right or who is wrong, or give consideration to special circumstances such as missing person.

Only a magistrate has the power to settle such matters in a residential tenancy matter or the State Administrative Tribunal in a residential parks long-stay tenancy matter. Further information is on the disputes about bonds page.

### **When a person cannot be contacted**

A tenancy bond is similar to a joint bank account where all people to the account must sign to make withdrawals. If a tenant vacates the property, or the ownership or management of the property changes, the Bond Administrator must be provided with a signed Variation of Security Bond form to record the changes as soon as possible.

If this does not occur and a previous tenant, lessor or agent cannot be contacted to sign the disposal form at the end of the tenancy, the Bond Administrator will not be able to refund the bond.

In a residential tenancy matter, if an original person is missing you will have to go to the Magistrate's Court and apply for an order to get the bond released.

If any people are missing in a residential parks long-stay tenancy you will have to make an application to the State Administrative Tribunal for a determination on how the security bond is to be disbursed.

### **When a person is deceased**

If a person has died during the tenancy, the executor of the estate of the deceased person is required to sign a Variation or Disposal of Security Bond form on their behalf.

When signing on behalf of a deceased person, the following documentation must also be submitted with the form;

- a copy of the death certificate;
- a copy of the will; and
- a copy of the executor's identification (i.e.: driver's license or passport) for verification of their signature
- Or
- a copy of the grant of probate ; and
- a copy of the executor's identification (i.e.: driver's license or passport) for verification of their signature

If the above documentation is not available, call Bonds Administration on 1300 853 829 for advice regarding your specific circumstances.

### **6.1. Common Vacate Cleaning Mistakes To Avoid**



Many tenants in Perth lose their hard-earned bond money due to insufficient cleaning when vacating their leased properties. The residential tenancy laws in Western Australia clearly state that renters/tenants are obligated to spruce up the property and return it in a reasonably clean condition before the final move out. Unfortunately, most people make silly mistakes when tackling dirt, dust and stains and forfeit their bond money. From missing out on kitchen appliances to leaving carpets dirty, these silly blunders can lead to rental disputes

at the end of a tenancy. If you want to move out smoothly, hire professionals for expert vacate cleaning Perth and pass your final inspection. They follow a proper checklist and proven techniques to leave no signs of dirt and grime behind. However, if you are doing it yourself, avoid the following common vacate cleaning mistakes and clean a rental property like a pro.

### **Not Checking The Property Condition Report Before Cleaning**

This is one of the most common mistakes when sprucing up your rental property for the final inspection. A Property Condition Report is a document that represents the property's actual condition when the renter moves it. According to the experts, tenants must review and complete it before starting a lease. This will help them address existing issues, such as mould stains, broken doors, etc. As a responsible tenant, make sure you check the entry condition report once again and match it with the current condition before getting into the cleaning process. Cross-check the report to determine what cleaning chores need to be performed in order to return the property to its original condition as it was at the start of the lease (except for fair wear and tear). Quick Note: It is good to review the original condition report at least 5-7 weeks prior to your moving date and devise a cleaning strategy as per your specific requirements.

### **Cleaning Without A Standard Checklist**

Vacate cleaning Perth differs from regular house cleaning. It is more intense and detailed and requires more precision. That's why a professional inspects the property thoroughly and cleans every nook and cranny, adhering to the pre-approved checklist. If you set out the cleaning process without a checklist and plan, you may miss out on important spots, such as cleaning walls and windows, which can later become the reason for rental conflict. On the other side, following the standard checklist can help you cover every inch of the premises without any chaos.

### **Not Gathering Essential Cleaning Supplies**



Do not underestimate the end of lease cleaning process because landlords have the right to deduct money from your bond to cover cleaning expenses. Many people begin the process without stocking up on necessary cleaning supplies. If you want to transform a dirty living space into a sparkling glory, make sure you have the proper tools, such as:

- Microfiber cloths and dusters
- Scrub brushes and sponges
- A HEPA-filter Vacuum machine with adequate attachments
- Broom and dustpan
- Microfiber mop
- An extendable handle
- Non-bristled brushes
- Magic erasers
- Wipes and paper towels, etc

**Quick Note:** Instead of using a feature duster, remove dust and debris from fans, walls and other surfaces using highly absorbent microfiber cloths.

### **Using Chemically-Laden Cleaning Products**



Prolonged exposure to store-bought cleaning solvents can be harmful to your respiratory system. Common ingredients in these products are Volatile Organic Compounds, such as ammonia, PERCs and sodium hydroxide, which can lead to various health problems, such as coughing, skin and eye irritation and asthma. Many tenants use traditional cleaners with the sole aim of sprucing up the premises quickly, easily and effectively. This can release toxins into the environment and pollute air and water bodies. Thus, it is good to use eco-friendly cleaning products, such as vinegar, baking soda, hydrogen peroxide, castile soap, lemon, etc, to clean almost all surfaces with perfection.

### **Following Wrong Cleaning Techniques**

Sometimes, people use a cleaning heck that might be common but can cause damage to the surface when you are removing stains. This can be noticed by your landlord and put your bond at stake. Make sure you follow these cleaning techniques for the best outcomes:

- Clean from top-to-bottom when tackling dust from ceiling fans, walls and windows
- Scrub stains in a circular motion for easy removal
- Always blot and never rub your delicate floor coverings.
- Create a 'W' pattern when vacuuming and an "S" pattern when wiping hard surfaces.
- Leave the product for a few minutes before wiping
- Never use harsh chemicals or vinegar on natural stone surfaces.

- Always dispose of bond cleaning waste to protect the environment.

### **Overlooking Air Filters, Vents And Ducts**



This is also a common blunder when sprucing up your rental property for the last time. Since vents and ducts are located at a certain height, people forget to clean them. However, air vents collect a lot of dust and dirt that can pollute the indoor air quality. Thus, it is imperative to clean them thoroughly. You can also hire seasoned vacate cleaners in Perth because cleaning vents and ducts can be difficult without proper techniques.

### **Not Deep Cleaning Kitchen Appliances**





Cleaning a microwave, oven or BBQ from outside is not enough when moving out. These appliances gather more dirt, grease and grime that can linger harmful germs if not treated properly. Make sure you deep clean the racks, interiors and door handles of your appliances using eco-friendly products. Note: Empty food items from your fridge, remove drawers and shelves and soak them in hot soapy water.

### **Neglecting Small Details**

Tenants may remember vacuuming carpets and rugs but often forget small things. When preparing your rental property, make sure you pay attention to switchboards, light fixtures, doorknobs, sinks and faucets, tile grouts and window sills. Note: Spray white vinegar solution and wipe down these surfaces. You can also prefer hiring professionals because leaving dirty areas at the end of a tenancy allows landlord to deduct from a security deposit for cleaning. So, do proper research and book best professionals.

### **Conclusion**

In conclusion, renting a property for the first time in Perth is a significant step that requires careful consideration and planning. By familiarizing yourself with the local rental market, understanding your needs, and being diligent in your search, you can find a property that meets your requirements and fits your budget. Remember to review lease agreements thoroughly, maintain open communication with landlords or property managers, and budget

for additional expenses. With the right approach, renting your first property in Perth can be a positive and rewarding experience, marking the beginning of a new chapter in your life.

## **References:**

WA's rental laws are finally being updated. Here's everything you need to know | ABC, Retrieved 13 May, from

<https://www.abc.net.au/news/2023-05-26/everything-you-need-to-know-about-changes-to-wa-rental-laws/102396250>

Department of Communities Housing - rights and responsibilities of tenants | WA Government, Retrieved 13 May, from

<https://www.wa.gov.au/organisation/departments/departments-of-communities-housing-rights-and-responsibilities-of-tenants>

How to Read a Lease | Investopedia, Retrieved 13 May, from

<https://www.investopedia.com/articles/personal-finance/090315/millennials-guide-how-read-lease.asp>

Ending a lease | Small Business WA, Retrieved 13 May, from

<https://www.smallbusiness.wa.gov.au/business-premises/ending-a-lease>

Releasing or claiming a bond (Bond disposal) | Commerce WA, Retrieved 13 May, from

<https://www.commerce.wa.gov.au/consumer-protection/releasing-or-claiming-bond-bond-disposal>

Common Vacate Cleaning Mistakes To Avoid | Bond Cleaning In Perth, Retrieved 13 May, from

<https://www.bondcleaninginperth.com.au/common-vacate-cleaning-mistakes-to-avoid/>