



Basic Rights & Responsibilities for Tenants and Landlords

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Basic Rights & Responsibilities for Tenants and Landlords (*applicable to all states*)

This information is provided as a simple summary of your main duties as a good landlord or tenant

Things a Landlord should do:

- Ensure that the premises are in a reasonable state of cleanliness and repair prior to occupation by the tenant
- Ensure that the premises comply with building, health and safety laws
- Ensure the upkeep of the property, for example plumbing and the maintenance of contents already provided such as the refrigerator, stove, lounge, washing machine or air conditioner
- Mould or mildew caused by faults in gutters or other fixtures is the responsibility of the owner/agent
- Provide the tenant with the necessary hoses, sprinklers etc. to maintain gardens/lawns as required in the Tenancy Agreement
- Maintenance to any garden reticulation system, cleaning gutters, tree lopping, cutting back overhanging branches (such as those near power lines, which should be attended to by a professional) and maintaining fire breaks, unless your tenancy agreement states otherwise
- If the property has a swimming pool or spa, ensure that they are securely fenced according to government regulations
- At the start of the tenancy, ensure that the pool or spa water is clean and chemically balanced and that the pool and equipment is serviceable
- Provide the tenant with the necessary tools and equipment for day-to-day maintenance, e.g. vacuums and hoses
- Take responsibility for paying the annual service charges (water rates, local council rates)
- Take responsibility for painting, unless the tenant caused the damage
- Ensure that the locks and security comply with the Act, that is - there should be normal locks to external doors, and all opening windows should be able to be secured by catches on the inside.
- Take out insurance for loss or damage to buildings and fixtures and fittings. This doesn't cover the tenant's household contents and personal items
- Take responsibility for arranging an annual pest inspection
- Consider any pest outbreak or infestation requiring treatment by a control operator as your responsibility – except where the infestation is as a result of the tenant's activities or lack of cleanliness



Things a Landlord should not do:

- Unreasonably withhold consent or refuse to allow the tenant to attach fixtures, renovate, or alter the property, if the tenancy agreement states that these changes can be carried out with the owner/agent's consent
- Remove or change the locks without the tenant's consent. There are large fines (up to \$4,000.00) for doing this.

Things a Tenant should do:

This information is provided as a simple summary of your main duties as a good tenant

- Keep the premises and chattels in a reasonably clean condition
- Take care to avoid damage to the premises and chattels
- Give notice to the owner of any damage to the premises or chattels as soon as possible but at the latest within three (3) days
- Obtain the owner's consent BEFORE renovating or altering the premises or putting in fixtures, and ONLY IF the agreement allows you to do any of those things with consent of the owner
- If you have obtained the owner's consent to renovate or alter the premises or put in fixtures;
 - You MUST repair any damage caused by the removal of a fixture, or compensate the owner, whichever the owner chooses
 - You may, at the end of the agreement, remove any fixture you have installed, unless the removal would cause damage that could not be repaired
- Only organise urgent repairs to the property:
 - Where you have first made a reasonable attempt to notify the owner that you would be arranging the repairs
 - Where there is likely to be injury, property damage or real inconvenience to yourself if the repairs are not done urgently
 - Where you did not cause the problem by failing to keep to the agreement for example a lack of agreed maintenance
 - Where, by law, the repairs must be carried out by a licensed tradesman (e.g. electrical work), and the tradesman's report as to the cause of the problem is given to the owner





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[Examples of urgent repairs are any work necessary to repair - a burst water service; a broken hot water service; a sewerage blockage; a broken sewerage fitting; a serious roof leak; a gas leak; an electrical fault likely to cause damage to property or to endanger human life; flooding; a fault in a lift in the rented premises; substantial damage caused by flooding, storm or fire; a broken refrigerator or washing machine where these are included in the tenancy.]

- Notify the owner of any change of your place of occupation during your tenancy
- Give the owner a forwarding address at the end of your tenancy

Things a Tenant should not do:

- Give a false name or place of occupation
- Use the premises, or permit them to be used, for any illegal purpose
- Do anything on the premises, or permit someone else entering the premises with your permission, to do anything on them that causes a nuisance, (e.g. a noise that disturbs neighbours)
- Renovate or alter the premises, or put in fixtures, if you have been forbidden to do so by the agreement
- Change or install any lock without the consent of the owner

Contact Us?

If you have any further questions you can call us, email us or send a message via our web page.

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