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WA Tenancy Guide:

Understanding Tenant and
Landlord Responsibilities

By Max Willey

Abstract

This guide provides a clear overview of the responsibilities of tenants and landlords in Western Australia. It covers key aspects of renting, including lease agreements, bond payments, property maintenance, inspections, and dispute resolution. Understanding these responsibilities helps tenants protect their rights and landlords manage their properties effectively. Whether renting a home or leasing one out, this pdf offers practical information to ensure a smooth and fair tenancy experience in WA.



Getting Started

Renting a home is a great option for people looking for flexibility, and it makes more financial sense than buying a home for some people. Rental prices are on the rise in many areas, but so are home prices and mortgage payments. Plus, renting usually comes with less maintenance responsibility and commitment.

Just because you're living in a home you don't own doesn't mean you have to relinquish all of your rights as a tenant, however. Many laws are in place to protect renters as well as landlords. This guide will explain renter and landlord's rights and responsibilities, along with other valuable advice and resources.

I. Residential Tenancies in Western Australia (WA)

Residential tenancies in Western Australia are regulated under the Residential Tenancies Act 1987. The Act set out the rights and obligations of both the tenant and landlord in relation to commencing a tenancy, what to do during the tenancy, ending a tenancy, and resolving any problems that may arise. This article sets out a summary of the rights and obligations of a residential tenant in Western Australia.

Starting a residential lease – The Rental Agreement

The Act requires both parties to sign a standard, prescribed rental agreement form (Form 1AA). The form cannot be altered, though both parties are entitled to add special clauses that they have agreed upon. Any additional clauses must not breach the provisions of the Act.

The tenant must be provided with a copy of the agreement, after it has been signed by the landlord/property manager, and themselves, within 14 days of signing. The tenant must also receive a copy of the 'Information for Tenant' form (Form 1AC).

Starting a residential lease – Property Condition Report

At the start of the tenancy, both parties must complete a property condition report (Form 1), which sets out the condition and contents of every room in the dwelling. The landlord/property manager must complete the report and provide two copies to the tenant within seven days of the start of the tenancy. The tenant in turn must make note of any entry they disagree with and return the form within seven days of receiving it.

If the tenant fails to complete and return the report, then it is assumed that they agree with the content of the report. At the end of the tenancy, the landlord/property manager must complete a further report within 14 days and provide a copy to the tenant.

Below is the purpose of the condition report. Having a thorough understanding of this report will be helpful for both the tenant and landlord.

1. What is a Condition Report?

In simple terms, condition reports are documents that detail the condition and state of every room in a property. This involves details of things like the physical condition of the property, such as any visible damages or defects and

any repair and maintenance requirements. It also includes things like skirting boards, door frames, light fittings, walls, flooring, etc.



The condition report also provides insights into any future expenses. Such extensive documentation guarantees that each aspect of the property's condition is recorded, offering a realistic and clear benchmark against which the condition can be compared once the tenancy ends. For this reason, the majority of tenants prefer hiring vacate cleaning Perth experts to ensure the property is clean.

2. Why is a Condition Report Important?

A condition report is often considered the gold standard for assessing a property's current condition, and rightfully so because it details almost every aspect of the property. Whether the landlord, property manager or tenant, the condition report acts as a credible document for learning about the state of the property, making it easier for the individual to plan the next steps.

Condition reports are generally required when renting out a home. In this case, the rental home inspection report will include a list containing the condition of things like household appliances, doors, walls, etc. Signing on this document will mean that both parties, i.e., the tenant and landlord, acknowledge the property's current condition.

Just like renting, condition reports are also necessary when buying a home. They allow the individual to understand if the property will be worth the investment or not. For example, learning that the house requires a few repairs will permit the individual to be aware of when and how much they will need to spend down the road.

3. Pros of Condition Reports for Tenants

Tenants should thoroughly examine the condition report before signing the lease agreement. This is because properties can have numerous defects and other maintenance issues. There is always the risk of the problems getting bigger and costly to repair in future.

An in-detail condition report will underline the problems, making them visible to both the landlord and tenant. Moreover, it will mean that the landlord will be held responsible for fixing the damages, and the tenant won't be held liable. It will also make the renter aware of how the property should look once the end of the tenancy is near. The individual might need to hire professionals who do budget vacate cleaning Perth to ensure that the property is in the same condition as it was at the start of the tenancy.

4. Advantages of Condition Reports for Landlords

Similar to tenants, condition reports are beneficial for landlords in numerous ways. This is because the owners would never want to be liable for damages done by the tenant. Even though landlords should be responsible for fixing existing damages and completing any required repairs, they won't like to deal with any additional issues that occur during the tenancy period.

Rather, it will be the responsibility of the tenant to deal with the problems. After fixing the damages, renters are also required to keep the residence clean, which might include hiring vacate cleaning Perth professionals.

5. What Does a Property Condition Report Include?

Since a property condition report is all about a property's details, it should include all the major components, ensuring both the tenant and landlord are aware of any possible issues. The conditions of the following components must be documented in the report:

- ✓ Safety features

- ✓ Windows and doors
- ✓ Plumbing
- ✓ Roofing
- ✓ Mechanical and electrical components
- ✓ HVAC system
- ✓ Patio, deck and balcony
- ✓ Sidewalks
- ✓ Basement
- ✓ Foundation

Additionally, it is the tenant's responsibility to maintain cleanliness. So, once the tenancy ends, renters will be able to get all their bond money back. Consider hiring experts who do cheap vacate cleaning Perth to ensure no corner is left untouched.

There are very few things as important as a condition report for a tenant and landlord before the start of the agreement. Knowing its importance is crucial to avoid any inconvenience in future.

Starting a residential lease – Bond for Residential Tenancies in WA

The bond is the money paid by the tenant at the start of a tenancy which may be used to cover the costs of repairs or other expenses required to be paid by the tenant at the end of the tenancy. The bond money remains the property of the tenant throughout the tenancy, but will only be released at the end of the lease if both the landlord and tenant agree, or by order of the Magistrates Court of Western Australia.

The bond is lodged with the Bond Administrator at the Department of Commerce until the tenancy ends. If there is more than one tenant in a share house, then each tenant must note on the form the amount that they contributed.

The amount of the bond must not be more than four weeks of rent unless the weekly rental amount exceeds \$1200.

Ending a residential lease – tenant

A tenant can end a residential lease in the following circumstances:

- At the end of a fixed-term lease, by providing 30 days written notice of their intention not to renew (Form 1C)
- At any time during a periodic tenancy, by providing 21 days notice in writing (Form 1C)
- Where the premises is damaged such as to be uninhabitable or is acquired by law, the tenant may end the agreement after providing at least two days notice (Form 1C)
- By order of the Magistrates Court of Western Australia, where a landlord has breached the terms of the agreement
- At any time by mutual agreement in writing with the landlord.

Ending a residential lease – landlord

A landlord can end a residential lease in the following circumstances:

- For non-payment of rent (Forms 1A and 1B) after the tenant has been granted a further 14 days to pay
- Where the tenant has breached the agreement and fails to remedy the breach within 14 days (Form 1C)
- Where the premises are damaged such as to be uninhabitable or is acquired by law, the tenant may end the agreement after providing at least 7 days notice (Form 1C)
- Under a periodic tenancy, with no reason, after 60 days notice
- Under a periodic tenancy, due to the property's sale, after 30 days notice
- By order of the Magistrates Court of Western Australia, where the tenant has or is likely to damage the property, injure a neighbour, the landlord or the agent
- At any time by mutual agreement in writing with the landlord.

Resolving disputes – residential tenancies in WA

Residential tenancy disputes most often arise in relation to issues arising out of property damage, unpaid rent, maintenance of the property, return of the bond and termination of the agreement.

The first step is to attempt to resolve the dispute with the other party amicably. However, if this fails, then the Act sets out a system for resolving disputes which involves serving notices and observing prescribed time periods.

If both of these methods fail, however, you may be entitled to apply to the Magistrates Court of Western Australia to seek the court's assistance in resolving the dispute. Applications are made under the minor case division, which allows claims up to the value of \$10,000 to be heard.

II. Possible changes to WA rental laws explained and what they will mean for renters, landlords

Three years after changes to Western Australia's tenancy laws were proposed — and in a rental market distorted by pandemic impacts — new legislation to boost tenants' rights appears to be edging closer to reality.



According to a 2019 review by the Department for Consumer Protection, the proposed changes are designed to acknowledge a shift away from renting as a "stepping stone" to home ownership, providing more stability and opportunity for tenants to make their rental a long-term home.

But the Real Estate Institute of WA refutes the claim that long-term renting is on the rise.

While specific changes to the legislation have not been released, rules around pet ownership and property modifications are among the possible changes to the Residential Tenancies Act 1987.

Rental vacancies in the state, meanwhile, are extremely low.

The ABC has compiled a list of three key issues expected to be on the table and what changes could mean for renters and landlords.

Terminating a lease



Currently, a landlord or agent can choose to end a fixed-term lease by giving tenants 30 days' notice to vacate or 60 days' notice for periodic leases.

There is no obligation to provide a reason for the termination.

But tenancy advocates want to see an end to without-grounds evictions, saying without this none of the other proposed reforms will have any teeth.

Alice Pennycott, principal lawyer for tenancy at Circle Green Community Legal, said existing laws included grounds for landlords to evict tenants for a variety of reasons.

"It may be that those grounds should be expanded to include situations like the landlord needs to move back into the property or sell the property, or want a family member to move in," she said.

"We don't want it to be a case where landlords don't have that option at all. What we're saying is that they should have to demonstrate what that [reason] is."

Notice period to end a periodic lease without grounds



But MsPennycott said, without this provision, none of the other proposed rules regarding pets and property would stand up.

She said if landlords could cancel a tenancy without reason, tenants would fear eviction if they tried to enforce their right to request maintenance, to have a pet, or make modifications.

"None of it is really that beneficial unless tenants have protection to stay in a property for as long as they want to," she said.

"I think there's no point doing anything else unless you have that."

She said it was a daily occurrence for her team to speak to tenants who were too afraid to enforce their legal rights in case the landlord cancelled the lease or declined to renew it.

The Consumer Protection review paper from 2019 stated that allowing no-grounds evictions was "increasingly out of sync with the rest of the world and even within Australia".

It said no-cause evictions accounted for 2 per cent of rental terminations during a survey of tenants and landlords from February 2018 to March 2019.

Tasmania and Victoria do not allow evictions without cause for a periodic lease.

Damian Collins, the president of the Real Estate Institute of WA, said putting an end to without-grounds evictions could leave landlords without any recourse to harassment from abusive tenants.

"Sometimes in a relationship between a property investor and a tenant, the relationship breaks down," he said.

"If we look into the Victorian model, that relationship can be toxic, can be well and truly broken down, and the property owner doesn't have that right to end that relationship."

Making modifications to a property

Under existing laws, there are some circumstances in which a person is allowed to modify their rental property but not without consent.

For example, a tenant can attach furniture or fittings to a wall for the safety of a child or a person with a disability, but they must have permission from the landlord.

Tenant advocates hope new legislation will remove the need for consent in some circumstances.

"Particularly for tenants with disabilities, people ageing in place, it's really important to make modifications that are necessary for improvements to their day-to-day life," MsPennycott said.

"And also just to make the house feel like home — painting walls, those sorts of things that don't impact the structural integrity of the property."

Notice period to end a fixed-term lease without grounds



She said Circle Green had seen multiple situations in which tenants with disabilities had paid to make modifications with their landlord's consent, only to be forced to leave the house when their lease expired.

But Mr Collins said the maximum four-week bond for residential properties was not high enough to cover, for example, the cost of repainting walls if the tenant left without doing so.

"What happens if a property owner was looking to get a bank re-evaluation on their property and the tenants decided they liked bright blue and pink colours?" he said.

Mr Collins said requests to make changes to the property should be agreed upon in the initial rental agreement.

"It shouldn't be that just the tenant decides on their own to make modifications to an owner's property."

Renting with pets

The 2019 review of the legislation also identified that rules around pets needed to be addressed.

There is no law surrounding whether or not a landlord should allow pets in the home; the decision is simply at the discretion of the landlord.

However, having a pet when it is not allowed could be considered a breach of the tenancy agreement.

The review proposed that tenants be automatically allowed to keep pets unless the landlord could show in an application that it would be "unreasonable" to allow them.

The landlord would still be able to charge a pet bond of a maximum of \$260.

"This proposal appropriately balances the interests of lessors in protecting their property from potential damage, with the recognition that the keeping of pets provides well-known benefits to social and mental well-being," the report said.

A similar model exists in Victoria where landlords are not allowed to "unreasonably" refuse to allow pets if the tenant asks for consent.

If the landlord does not want the tenant to have a pet, they have to apply to the Victorian Civil and Administrative Tribunal for an order that says they can refuse.

Mr Collins said the existing laws better-protected landlords.

"The pet can run rampant and trash the place and rip it to pieces but that \$260 doesn't go to cover those costs," he said.

"All this will do is scare off investors, meaning we'll see less investment properties and rental [costs] rise."

A date has not been set for the release of the proposed changes to the act.

III. Four Steps To Establish A Successful Landlord-Tenant Relationship

Finding a tenant, signing a lease and having someone move into your property seems rather simple. It should be the beginning of a wonderful, win-win relationship. Yet so often, this is not at all the case. Why do rental investments have such a difficult reputation? Setting clear expectations and demonstrating mutual respect from the outset are the essential keys to a long-lasting, professional relationship where everyone comes out ahead.



There are a number of steps to ensure both parties understand and are in agreement with how the many aspects of the rental cycle will be managed. Further, it is critical that a conversation to review every aspect of the rental occurs before your tenant ever moves into the property. Unfortunately, some landlords often lack the experience to know themselves what to expect, let alone set clear expectations and mutual responsibilities for their tenants upfront. This lies at the root of many of the well-worn landlord headaches. There are a few critical essentials professional property managers recommend covering at the outset.

1. Review The Lease With The Tenant

One would hope that the tenant has read the entire document prior to signing, however, in this age of one-click acceptance of terms and conditions, it's no longer assumed. To safeguard that both owner and tenant are clear on the finer points of the document, it is very helpful if you review the lease together.

This also gives you an opportunity to answer any questions or provide clarification on items so you can both move forward without ambiguity.

Be sure to review the contract with the tenant in its entirety and ensure all concerns are addressed. At the same time, they can provide a buffer to ensure things remain professional between owner and tenant.

2. Set Clear Guidelines For Communication

Do you have a consistent tenant communication plan once the lease is signed? How do you want them to contact you with maintenance issues? What if they have questions about how to use an appliance? How will you arrange scheduled inspections or entry for exterminators or other service calls? No one wants that 2 a.m. phone call demanding an immediate fix for a broken A/C in a heatwave. On the other hand, you don't want to find out about a pipe leak in the basement hours after it happened.

These are just a few examples of the different types of communication that will need to occur while your property is occupied. Prior to move-in, it is critical that you discuss the various types of interaction that will be necessary throughout the lease and agree on how any information exchange will be handled in detail. Specify what method — text, email or phone call — is to be used based on the urgency of the situation.

3. Respond Quickly With Respect

We have all been in situations where we have sent some sort of communication, only to have to wait several days to hear anything back. By the time you finally do get a response, the tone has been set. You begin feeling frustrated — and both parties are already on the defensive.

Whenever your tenant reaches out to you with a question or a concern, always respond as quickly as possible. Even if you do not have an immediate answer. The utilization of a tenant portal can be invaluable in these instances, as the tenant can check for updates without having to call or email anyone — and any new management activities or regular reminders are reported in real-time in their account.

In addition to responsiveness, it is also especially important to be respectful of your tenant's time and privacy. Then, work with your tenant respectfully

when scheduling vendors to ensure that you do not disrupt the quiet enjoyment of the property for which they are paying.

4. Provide Technological Conveniences

Even before the pandemic, we had all grown more dependent on technology over face-to-face interactions. Tenants now expect their landlords to offer them no-contact and 24/7 methods of interaction. For example, paying rent online or from a mobile device is becoming the norm over dropping off a check, using the mail or going into a bank. Communication portals for owners and tenants discussed above are also becoming more standard technological expectations.

Tenants want to view properties virtually, submit maintenance requests online and receive fast online responses to their questions. This can be a particular challenge for self-managers or inexperienced rental owners, yet is critical for a safe, clear and respectful relationship in this era.

From the first showing, establishing clear expectations with your tenant will be the key to the success of your rental property.

Ensure your own peace of mind and the success of your investment by remembering these basics:

- Set expectations by walking through the lease with your new tenant.
- Develop clear communication guidelines and provide timely responses.
- Work with your tenant respectfully to schedule convenient vendor visits.
- Do not overwhelm them with a parade of contractors.
- Offer no-contact technological alternatives to face-to-face interactions and 24/7 information.
- Facilitate a foundation of trust by keeping your commitments to the tenant.

If you take these initiatives at the outset of your partnership with your tenant, you will immediately increase your return on investment. Content tenants take better care of a rental property and are more likely to keep the terms of their lease. Happy tenants are also significantly more likely to remain in the property and extend their leases, which eliminates the risk and cost of vacancy days, turnover costs and marketing expenses.

IV. Housing- Rights and Responsibilities of 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.

Modifying the property

If you want to make modifications to the property, you may need to get permission from your Housing Services Officer, before making the modification.

You can make certain minor modifications, without seeking our approval. Examples include:

- hanging pictures on the wall,
- installing curtains or blinds,
- putting a lock on a gate or letterbox,
- having a telephone or internet connection installed,
- installing a child safety device on a window,
- making changes to the garden (new plants, lawn, small trees),
- family violence related modifications (you will need to advise us, in writing, that a security modification is being made).

For all other, modifications, you will need to request approval from your Housing Services Officer, before making the modification.

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.

Pets in your property

Yes, your pet is welcome, but under certain conditions.

- Dogs and cats can be kept, provided your property has a separate, non-communal yard. It is your responsibility to ensure the yard is enclosed and kept clean, tidy and free of animal waste. You also need to make sure your pet does not damage the property or disturb the neighbours, otherwise you may be asked to remove the pet from the property.
- If you live in a flat or apartment without a separate yard, dogs and cats are not allowed; however, you can keep other pets such as a caged bird or a fish.
- Check with the local council about any specific rules for your suburb. Most local councils allow up to two dogs on residential properties, but this can vary.
- Cats and dogs must be kept in accordance with the relevant Act, Regulations and local government by-laws.

Things you must know:

- Communities will not install additional fences or gates to enclose a yard for a pet.

You must not keep any dog listed in the Dog Regulations 2013; these are:

- ✓ Dogo Argentino
- ✓ Fila Brasileiro
- ✓ Japanese Tosa
- ✓ American Pit Bull Terrier
- ✓ Pit Bull Terrier
- ✓ Perro de Presa Canario
- ✓ Any other breed of dog the importation of which is prohibited absolutely by the Customs (Prohibited Imports) Regulations 1956

- ✓ A dog that is a mix of two or more breeds, where one of the breeds is a restricted breed.

Consumer protection

Consumer Protection WA promotes fair trading and the protection of consumers' rights, including the rights of tenants under the Residential Tenancies Act 1987.

If you have questions about your tenancy, including the obligations of your landlord and your rights as a tenant, information is available on the Consumer Protection WA website.

If you need further information or have a problem with your landlord that you are unable to resolve, you can also contact the Department of Mines, Industry Regulation and Safety call centre on 1300 30 40 54 (or the National Relay Service on 13 36 77 for the hearing impaired).

V. Your Guide to Your Rights and Responsibilities as a Landlord



Responsibilities of the landlord to the tenant

During a residential tenancy, landlords have a number of responsibilities to their tenants, which are enshrined in the relevant legislation.

Again, many of these responsibilities can be managed by a professional property manager on a landlord's behalf.

Some of the responsibilities which a landlord has to a tenant include:

- Give the tenant a copy of the relevant State or Territory booklet outlining their rights. This needs to be done before the tenants move into the property or on the day that they do.
- The rental property must be vacant, clean, and safe on the day that the tenancy starts.
- The main living areas must be kept in good condition and all the appliances need to be maintained.
- The condition will be dependent on how old the property is and how much the rent is.
- You are obliged to take care of anything that may need repairing on the property and must respond to any requests in a timely manner.
- During a tenancy, the landlord is responsible for keeping the property in the same state that it was in when the tenant moved in. So this means maintenance and repairs need to be completed as they arise.
- Respect the rights of the tenant to quiet enjoyment of the property.
- Comply with all health and safety laws.
- Provide reasonable security with locks in good working order and supply keys for each lock.
- Pay all charges, levies, premiums, rates, and taxes for the property.
- Reimburse the tenant for money spent on emergency repairs (certain conditions apply).
- Not to enter the premises to carry out a general inspection until after the end of the first three months of the tenancy (depending on the relevant legislation) and even at this time, follow the rules regarding proper notice periods.

Final Words

Understanding the rights and responsibilities of tenants and landlords in Western Australia is essential for a smooth rental experience. Clear communication, adherence to tenancy laws, and proper maintenance of the property help prevent disputes and ensure a fair arrangement for both parties. By staying informed about lease agreements, bond regulations, and

property obligations, tenants can protect their rights, and landlords can effectively manage their rentals. A well-maintained and legally compliant tenancy benefits everyone, creating a positive and hassle-free renting experience in WA.

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