

Rent, Fees and Other Charges

RENT IN ADVANCE

It is a term of your agreement that you pay rent in advance. Under the Act, the maximum amount you can be required to pay at one time is two weeks' rent. Most residential tenancy agreements require two weeks' rent in advance.

You may choose to pay more rent in advance (e.g. you may choose to pay your rent monthly) but it cannot be an enforceable term of the agreement and you can go back to paying fortnightly if you wish to do so.

What does "rent in advance" mean?

Sometimes there is confusion about what "rent in advance" means. Paying in advance means that for the relevant period (generally two weeks), you pay rent at the start of the period.

*In the
Residential
Tenancies Act
the **landlord** is
referred to as
the **lessor**.*

So, when you move in, on day one you pay 14 days' rent. This runs down over the fortnight so that at the end of day 14 you are no longer in advance. The next day is the start of the next 14 day period, so you have to pay rent again. Some lessors or tenants mistakenly think that the requirement means that you have to be in advance at the end of the relevant period, which would mean that you would have to pay 28 days' rent at once, to be two weeks in advance at the expiration of the first 14 days. This is not the case; you only need to pay two weeks' rent in advance.

RENT RECEIPTS

The lessor must give you a receipt within three working days of receiving a rent payment unless the rent is paid electronically into an account nominated by the lessor. Your banking records are your record of paying rent if you have paid electronically.

The lessor is also required to keep a proper record of rent (rent ledger) showing:

- The fact that the payment was for rent;
- The date the rent was received;
- The name of the person paying the rent;
- The amount paid;
- The rental period covered by the payment; and
- The address of the rental property.

EXCESSIVE RENT

There are limited circumstances when you may be able to argue that the rent is excessive. These include where there has been a significant reduction in the facilities in the property after you entered into the lease or where rent has been increased unreasonably.

If you think a rent increase is excessive, you can:

- Negotiate with the lessor to lower or withdraw the increase; or
- Apply to the Magistrates Court for an order that the new rent is excessive (you must apply within 30 days of receiving the rent increase notice).

In deciding whether rent is excessive, the Court will take into account:

- Rents for similar premises in the same or a similar area;
- The estimated capital value of the premises at the date of the application;
- The lessor's outgoings in respect of the premises;
- The estimated costs of any services provided by the lessor or tenant under the agreement;
- The value and nature of furnishings, fixtures and facilities provided with the premises for use by the tenant;
- The accommodation provided in the premises;
- The general condition and state of repair of the property; and
- Any other relevant matter.

If you apply to Court to have your rent reduced you will need to bring evidence about each of these issues to Court.

Disclaimer

This fact sheet only contains general information. This fact sheet is not legal advice and should not be relied on as a substitute for legal advice. You may wish to seek advice from a lawyer regarding your own particular circumstances. We are not responsible for any consequences arising from your use of, or reliance on, the information contained in this fact sheet.

Further information about our disclaimer and your use of this fact sheet can be found here:

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FURTHER HELP – TENANTS’ ADVICE AND ADVOCACY

Circle Green Community Legal

(08) 6148 3636

www.circlegreen.org.au

Department of Mines, Industry Regulation and Safety

www.dmirs.wa.gov.au, **Consumer Protection** for consumer and tenancy related matters

commerce.wa.gov.au/consumer-protection | 1300 304 054

METROPOLITAN COMMUNITY LEGAL CENTRES

Fremantle CLC

(08) 9432 9790

www.fremantle.wa.gov.au/fclc

Gosnells CLC

(08) 9398 1455

www.gosclc.com.au

Midland Information Debt & Legal Advocacy Service

(08) 9250 2123

www.midlas.org.au

Northern Suburbs CLC (Joondalup)

(08) 9301 4413

www.nsclegal.org.au

Northern Suburbs CLC (Mirrabooka)

(08) 9440 1663

www.nsclegal.org.au

Southern Communities Advocacy & Legal Education Services (SCALES)

(08) 9550 0400

murdoch.edu.au/School-of-Law/Clinical-Legal-Education-SCALES

Sussex Street CLS

(08) 6253 9500

www.sscls.asn.au

Welfare Rights & Advocacy Service

(08) 9328 1751

www.wraswa.org.au

REGIONAL COMMUNITY LEGAL CENTRES

Albany CLC

(08) 9842 8566

www.albanyclc.com.au

Goldfields CLC

(08) 9021 1888 | 1300 139 188 (if outside Kalgoorlie-Boulder)

www.gclc.com.au

Kimberley Community Legal Services :

www.kcls.org.au

- **Kununurra**
(08) 9169 3100 | 1800 686 020 (freecall)
- **Broome**
(08) 9192 5177

Peel CLS

(08) 9581 4511

www.peelcls.com.au

Pilbara Community Legal Services:

www.pcls.net.au

- **Karratha**
(08) 9185 5899
- **Newman**
(08) 9140 1613
- **Roebourne**
(08) 9185 5899
- **South Hedland**
(08) 9140 1613

Regional Alliance West

(08) 9938 0600

www.raw.org.au

South West CLC

(08) 9791 3206 | 1800 999 727 (freecall)

www.swclc.org.au

Wheatbelt CLC

(08) 9622 5200

www.wheatbeltclc.com.au