Circle Green Community Legal

Rent, Fees, and Other Charges

RENT BIDDING

Rent bidding is prohibited in Western Australia. A property should be advertised at a specific amount and not 'from' or 'offers above'. An agent or landlord must not encourage you to pay or offer more than the listed price. If the agent or landlord asks or suggests that you offer more than the listed price, you can report them to Consumer Protection.

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.

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

What does "rent in advance" mean?

Paying in advance means that for the relevant period, you pay rent at the start of the period.

For example, at the start of the tenancy, you pay 14 days' rent – this is often paid at the time of signing the agreement, rather than when you actually move into the property. This runs down over the first 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.

If you do not understand or you think you're being asked to pay more than two weeks in advance, you can get legal advice.

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 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 agreement, 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 consider:

- 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.

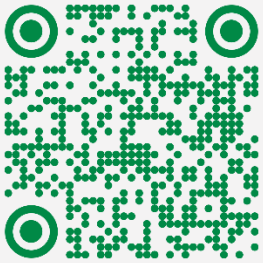
FURTHER HELP – TENANTS ADVICE AND ADVOCACY

Circle Green Community Legal
(08) 6148 3636
www.circlegreen.org.au

Consumer Protection for consumer and tenancy related matters
commerce.wa.gov.au/consumer-protection | 1300 304 054

To find a tenant advocate in your area, visit our website or use the QR code →

https://circlegreen.org.au/resource/find-a-tenant-advocate



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.

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