



Department of Energy, Mines,
Industry Regulation and Safety



Leaving a rental home

A tenant's guide



A guide explaining your
rights and responsibilities
as a tenant.

How Consumer Protection can help

Contact us if you need help with:

- rental agreements;
- rights and responsibilities of tenants and landlords;
- bonds and rent increases;
- repairs and maintenance;
- family and domestic violence in a rental;
- help with issues while renting; or
- ending a tenancy.

About this guide

This guide helps you (a tenant) with the process of ending a tenancy agreement and moving out. It is a part of a set to help tenants understand their rights and responsibilities in different stages of renting a home. Other guides in this series include:

- **Looking for a rental home.**
- **Living in a rental home.**
- **Getting help with rental home problems.**

For more detailed information, please visit our [website](#).

Understanding rental terms

Tenants are the people who live in the rental home. **Landlords** are the property owners, or their agents who manage it. **Rental agreements** (residential tenancy or lease) exist when a tenant is given the right to live in a home by the landlord in exchange for rent.

Rental laws

The rights and responsibilities for landlords and tenants in Western Australia are covered by the [Residential Tenancies Act 1987](#) and the [Residential Tenancies Regulations 1989](#), which are managed by Consumer Protection.

The rental laws in WA apply to most rental homes and government housing. They do not apply to boarders and lodgers, most long-stay caravan and park home residents, retirement villages, holiday accommodation, hotels/motels, colleges, educational institutions (unless a for-profit organisation provides the accommodation), hospitals/nursing homes, clubs, or certain homes for aged or people with disabilities.

Contacting Consumer Protection

If you are unsure whether rental laws apply to your agreement, contact Consumer Protection via email at consumer@demirs.wa.gov.au or by phone on 1300 30 40 54.



You must notify your landlord **in writing** when you want to move out of the rental home. The notice period depends on your rental agreement, however, you may be able to leave earlier if you and your landlord both agree and put it in writing.

Ending a periodic agreement (no fixed end date)

If your agreement has no set end date it is a periodic agreement.

When you want to move out, let your landlord know in writing or use the Notice of termination [Form 22](#). You must give at least **21 days' notice**.

Your landlord must give you 60 days' notice using a Notice of termination [Form 1C](#) to end the agreement.

Ending a fixed-term agreement (fixed end date)

A fixed-term agreement doesn't automatically stop at the end date. You or your landlord must give at least **30 days' written notice** to end the agreement.

If you want to move out on the end date, let your landlord know in writing or use the Notice of termination [Form 22](#). You must give notice at least 30 days before the agreement's end date.

If your landlord wants to end the agreement, they must give you a Notice of termination [Form 1C](#) 30 days before the end date.

If you don't get at least 30 days' notice, you can stay during the notice period, even if it extends past the agreement's end date.

Your agreement automatically changes to a periodic rental agreement if you don't receive a notice to move out or sign a new agreement with your landlord.

Ending a fixed-term agreement early

If you need to end a fixed-term agreement early, contact your landlord. Give your landlord as much notice as possible to give them time to find a new tenant.

Your agreement ends when you remove all your belongings from the home and return the keys to the landlord.

You may have to cover some of the costs of ending your agreement early, such as paying for advertising and rent until a new tenant has moved in or the agreement end date.

You do not have to pay for anything not caused by you, such as a loss of rent because your landlord delays advertising to find a new tenant or they decide to renovate.

More information about:
Leaving a rental home



Leaving a share house



The same notice periods for fixed and periodic rental agreements apply to share houses.

Sub-letting

The head tenant (the person who signed the original rental agreement) must give notice if they or the landlord wants to end the agreement.

If the landlord ends the agreement, all tenants get a copy of the final property condition report. The head tenant will need to organise the release of their and the sub-tenant's bond.

If a sub-tenant wants to end their agreement, they must give notice based on their agreement type. The head tenant must provide an updated property condition report and arrange the return of their bond.

Rooming arrangements

If each tenant has a separate agreement for the same home, the landlord/head tenant must give each person written notice to end their agreement.

When a tenant decides to leave, it does not affect the other people living in the home. The tenant leaving must give notice to the landlord.

Co-tenants

As co-tenants have all signed the agreement with the landlord, they are jointly responsible for the notice period.

If one co-tenant wants to move out during the agreement and others want to stay, the staying co-tenants and landlord can:

- end the current agreement and set up a new one; or
- amend the current agreement to add or remove co-tenants.

If the landlord agrees to remove names from the agreement, they must give the outgoing tenants a final property condition report.

If a person's name remains on the agreement after moving out, they are still responsible for the rental home, including rent, until the agreement ends.

The cost of any maintenance, repairs or cleaning that are the responsibility of the person who is moving out can be deducted from their share of the bond.

You can settle the bond money privately, then the landlord can submit a [Variation of Security Bond form](#) to add or remove names from the bond. The remaining co-tenants may need to 'top-up' the bond to cover the refunded bond.

More information about: **Sharing a rental home**



Home owner changes



If your rental home is sold

If the owner sells your rental home and it is a condition of sale for the home to be vacant, your landlord must give you at least 30 days' notice to leave.

If you have a fixed-term agreement, you are entitled to stay until the end of your agreement.

Mortgage take over or other legal possession

If the owner of your home loses it through a legal process, such as the mortgage provider taking possession or as the result of a court order, you can be given 30 days' notice to leave regardless of the type of agreement you have with the landlord.



Having to leave suddenly



Having to leave due to major damage

If an event beyond your control happens, such as a natural disaster (flood, storm, bush fire, etc.), traffic accident or break-in that causes major damage, you need to contact the landlord as soon as possible.

If the house has been destroyed or declared unfit to live in by the local authorities, you can reach an agreement with the landlord to end the agreement immediately or give two days' notice to the landlord to end the agreement.

The landlord does not have to help you find somewhere else to live if you cannot stay in your home.

Leaving due to family and domestic violence

If you, your child or dependent adult is affected by family and domestic violence (FDV), you can give the landlord seven days' notice to end your agreement. You don't have to stay in your rental home.


You need to give the landlord a Notice of termination [Form 2](#) on the grounds of family violence form.

You also need to provide evidence of your situation, such as:

- a domestic violence order;
- a Family Court injunction or application for one;
- a copy of a prosecution notice or indictment containing a charge relating to violence against you or your dependants;
- a court record of a conviction of the charge; or
- a [family violence report evidence form](#).

The landlord cannot share any information in your evidence documents.

A copy of the notice of termination will be given to any co-tenants and they will be given seven days to decide if they want to stay or leave. If they decide to leave, they must give the landlord 21 days' notice.

More information about: **Safe Tenancy** 





Final inspection

You are expected to leave your home in a similar condition as to when you moved in, considering fair wear and tear (normal use over time).

Within 14 days of the end of your agreement, your landlord must carry out **a final inspection** and complete a property condition report. The landlord needs to give you the opportunity to be present at the final inspection.

You will be given a copy of the final property condition report to check and compare to the report signed at the start of the agreement.

If the landlord is not happy with the way you are leaving your rental home, or if minor repairs are needed, they can ask you to pay to fix the situation.

Getting your bond back

At the end of the agreement, you and your landlord must agree on how much bond will be returned to you.

A landlord can ask to keep some of the bond to pay for repairs to damage you caused and any outstanding payments, such as missed rent.

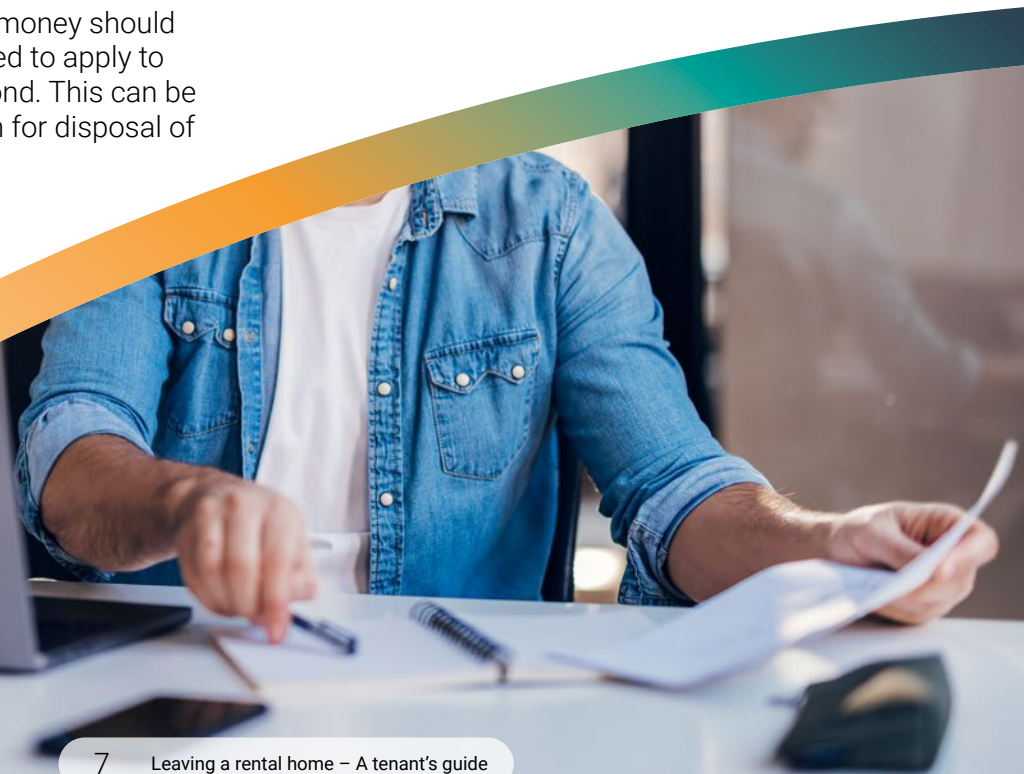
If you both agree on how the bond money should be divided, you and the landlord need to apply to Bond Administrator to return the bond. This can be done online or on a joint application for disposal of security bond form.

Your bond should be returned to you within a week once everyone agrees on how the bond should be split.

If you disagree with the landlord about paying for repairs and believe you should receive more or all of the bond, you should write to the landlord giving your reasons. If you and your landlord do not agree about the split of the bond, you can contact Consumer Protection to help. If an agreement still can't be found, you can apply to court to have the magistrate make an order about the bond.

For help negotiating with your landlord, call Consumer Protection on 1300 30 40 54.

More information about: **Releasing a bond**



Evictions



If you have breached the agreement and do not try to resolve the problem, your landlord can give you formal notice to leave or go to court to evict you.

You can only be evicted if your landlord has obtained a court order.

If they have obtained a court order and you refuse to leave by the date set by the court, a bailiff (court officer) can evict you.

You can ask the magistrate to delay the eviction for up to 30 days if you are likely to suffer hardship.

If you believe a landlord is taking action to evict you because you tried to enforce your rights or made a complaint, then you can make an application to the court to challenge the eviction.

If you have taken steps to enforce your rights or complained to a public authority within the previous six months, your landlord must prove your actions did not motivate them to try and evict you.

Your landlord is not allowed to change locks, turn off electricity, gas, or water, or take any other action to force you out without the authorisation of a court.

If you believe your landlord has taken any unauthorised action to force you out of your home, contact Consumer Protection on 1300 30 40 54.

Abandoning your rental home

Your rental is abandoned if you move out without giving or receiving notice.

If your landlord believes you have abandoned your rental, they can:

- 1** Ask you in writing if your home has been abandoned. They will leave the letter at the home and your last known place of work. You have 24 hours to get back to them.
- 2** If you do not respond, your landlord can:
 - Issue a second notice saying they believe your home has been abandoned. If you don't get back to them within seven days, the agreement will end.
 - Apply to the Magistrates Court for an order declaring the home has been abandoned. You have 28 days to dispute the court order if you have not moved out of your home.

If you plan on being away for an extended time, you should notify the landlord and arrange to continue paying the rent.

It is also a good idea to have a family member or friend who can notify your landlord if something unexpected happens.

Belongings left behind

Your landlord cannot take your belongings to cover unpaid rent, however, they can throw away items with little or no value.

Your landlord must keep valuable items and any important documents, computers, or electronic storage devices you leave behind for 60 days.

After 60 days, your landlord can sell your belongings. To sell your items, they will need to notify you within seven days.

If you have not left a forwarding address and do not take their calls, the landlord can display the notice in a prominent position on the property and publish a notice online or in *The West Australian* or *The Australian* newspapers.

Your belongings will be sold at public auction. If you want your belongings returned to you before they are sold, you must reimburse the landlord the cost of their removal and storage.

If you disagree with a landlord's decision to dispose of your belongings, you can apply to the Magistrates Court for reimbursement.

More information about:

Abandoned home and belongings



Rental tenancy

The landlord can add your name to a database if a court ends your agreement because of a breach.

They can also add your name to a database if you owe them more money than the amount of your security bond.

You cannot be added to a database if the reason for ending the agreement is due to family and domestic violence.

The landlord must take steps to let you know they are going to list you on a database and give you 14 days to try to stop the listing.

More information about: **Tenancy databases**



Leaving a rental home **checklist**

Notify

- Tell your landlord you want to move out – give proper written notice according to your agreement.
- Arrange a final inspection date with the landlord.

Property condition

- Clean the entire house, including:
 - Kitchen: clean oven, stove, fridge, and cupboards.
 - Bathrooms: clean toilet, sink, shower, and tiles.
 - Floors: vacuum carpets and mop hard floors.
 - Windows: clean inside and outside if accessible.
 - Outdoor areas: tidy garden, mow lawn, remove any rubbish.
 - Consider hiring professional cleaners if necessary.
- Throw out all rubbish and unwanted items properly.
- Take all personal items from the property, including furniture and decorations.
- Repair any damage caused during your tenancy such as patch up nail holes, repaint walls if required, and fix any broken fixtures.
- Take photos of the cleaned and empty property as evidence of its condition when you move out.
- Review the final inspection report with the landlord or property manager.

Financial

- Ensure all rent is paid up to the move-out date.
- Complete a bond release form with your landlord.
- Pay bills up to the date you move out and cancel or transfer utilities (electricity, gas, water, internet) to your new address.

General

- Return keys and remotes.
- Redirect mail or change address with other companies. For example, banks and subscriptions.
- Provide your forwarding address to the landlord for future correspondence.
- If there are any disputes or issues during the move-out process, contact Consumer Protection or a tenants' advice service for assistance.

The next guide in this series is:
Getting help with rental home problems
aimed at helping you solve common rental issues.

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**Department of Energy, Mines,
Industry Regulation and Safety**

www.demirs.wa.gov.au

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