



Government of **Western Australia**
Housing Authority

Our Ref: 2021-ED166

17 March 2021

Shire of Denmark
935 South Coast Highway
DENMARK WA 6333
Attention: David Schober

OFFER TO LEASE – Lot 152, 7 Beveridge Road, DENMARK WA 6333

The Housing Authority (acting through the Government Regional Officers' Housing Program) hereby offers to lease from you the leased premises set out in item 1 of the Schedule for the term and at the rental and on and subject to the terms and conditions set out in this Offer to Lease, in the Schedule, and in the "GROH Residential Tenancy Agreement (Lease from Private Owner)" ("the Agreement") (the "Offer").

The Offer remains subject to and conditional upon the Housing Authority obtaining all necessary internal approvals required to lease the leased premises from you (the "Approvals") within 14 days of the date of the Offer. Should the Housing Authority not obtain the Approvals within 14 days then any agreement arising from this Offer, either express or implied, will terminate.

A copy of the Agreement is attached to this letter.

If you wish to accept this Offer, please sign and return by email or post a copy of this letter to the Housing Authority within 14 days of the date of the Offer specified above.

If you do not accept this Offer within the period set out above, this Offer will lapse.

If you accept this Offer **and** if the Approvals are obtained within the time frame specified above, a binding lease will arise on the terms and conditions set out in this Offer ("the Agreement for Lease").

Upon communication of your acceptance, to give full effect to the Agreement for Lease we will prepare a formal lease (by incorporating into the Agreement the terms and conditions set out in the Schedule and any additional details that need to be inserted in order to complete that document) ("the Formal Lease").

When communicating your acceptance, can you please also provide the information requested below, to assist with the completion of the Formal Lease.

It is a condition of the Offer that (if you accept this Offer) you will, within 14 days of provision to you of the Formal Lease, execute it and unconditionally deliver it to us.

This Offer is made on the basis that the parties will be legally bound by the Agreement for Lease upon acceptance by you of this Offer and upon the Approvals being obtained, but that the Agreement for Lease will be replaced by the Formal Lease when executed by all parties.

20 APRIL 2021 - ATTACHMENT 9.3.3

If you have any queries in relation to anything set out in this letter, including in the Schedule or the Agreement, please do not hesitate to Annette Smith on 0432 830 844.

Yours faithfully
Annette Smith
Annette.smith@communities.wa.gov.au
0432 830 844

I/We, _____

hereby accept the Offer made by the Housing Authority in this letter to take a lease of the premises set out in item 1 of the Schedule and acknowledge that, in doing so, a binding lease will be created between me/us and the Housing Authority

| | |
|---------------------|---------------------|
| _____ Signature: | _____ Signature: |
| Name: | Name: |
| Date: | Date: |

I/We provide the following information to assist with the preparation of the Formal Lease:

| | |
|--|--|
| Owner Contact Details | |
| Name: | |
| Address: | |
| Telephone: | |
| Email : | |
| Property Manager Contact Details (if applicable) | |
| Name: | |
| Address: | |
| Telephone: | |
| Email: | |
| Owner Employment | |
| Is the Owner (or their partner or spouse) an employee of the State Government of Western Australia or a Member of the Parliament of Western Australia? | |
| Bank Account Details (for the payment of Rent) | |
| BSB number: | |
| Account number: | |
| Account name: | |
| Payment Reference: | |
| Utilities | |
| Please confirm whether the premises are connected to and separately metered for: | |
| Electricity | |
| Gas | |
| Water | |

| | |
|--|--|
| Telephone | |
| TV antennae | |
| Other | |
| Strata Title | |
| If the premises are strata titled, please provide to the Housing Authority a copy of the strata plan and strata by laws. | |

SCHEDULE

- Item 1**
Premises Lot 152, 7 Beveridge Road, DENMARK WA 6333,
- Item 2**
Term 3 months commencing on the Commencement Date.
- Item 3**
Commencement Date The later of 20 March 2021 or the date on which the Housing Authority confirms to the lessor that the conditions (if any) set out in Item 11 are satisfied.
- Item 4**
Option A Further Term of 12 months.
- Item 5**
Rent \$450.00 per week ("the Rent"), starting on the Commencement Date.
Should the Housing Authority, in its absolute discretion, choose to pay rent monthly in advance, the amount of rent payable shall be determined by dividing the rent payable per week by 7 and rounded to 3 decimal places (to equal a rent payable per day) and then multiplying it by the number of days in the respective month. This means that the rent payable per month will differ depending on the number of days in the month.
- Item 6**
Rent Review
- | | |
|--------------------------|-------------------|
| Rent Review Date: | Review Method: |
| Annually on Anniversary. | Fair Market Rent. |
- Item 7**
Tenant % of Water Consumption Costs 100%.
- Item 8**
Security Bond 4 Weeks Rent.
Note: *Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent.*
- Item 9**
Pet Bond \$260.
- Item 10**
Special Conditions
- The following special conditions are incorporated into this Offer:
- The Lessor must arrange for each of the following items:
- (a) The installation of a smoke alarm from the nominated list of smoke alarms acceptable to the tenant and falling within the specifications set by the policies of the tenant (available at link -

[\[http://www.housing.wa.gov.au/HousingDocuments/Nominated_Smoke_Alarms_List.pdf\]](http://www.housing.wa.gov.au/HousingDocuments/Nominated_Smoke_Alarms_List.pdf) (Approved Smoke Alarm) - within 28 days of the date on which the tenancy agreement is signed (or such later date as negotiated and agreed between the parties). For the avoidance of doubt, should a smoke alarm which is not an Approved Smoke Alarm already be installed in the premises, the lessor agrees to arrange for the immediate removal of that smoke alarm and the installation of an Approved Smoke Alarm within the above specified time frame. If the lessor fails to install the Approved Smoke Alarm within 7 days of the date on which the tenancy agreement is signed (or such later date as negotiated and agreed between the parties) then the tenant may (at the cost and expense of the lessor) install the Approved Smoke Alarm and offset its costs of doing so from the rent payable by it hereunder.

- (b) An Electrical Safety Certificate dated within the last 12 months (to confirm all hardwired smoke alarms and RCD's have been installed and are functioning correctly) is to be supplied within 1 month of lease commencement and annually thereafter. Certificate to state: manufacturer, installation date, and model number.
- (c) All air-conditioning units at the premises are to be serviced at the lease commencement and thereafter on every 12-month anniversary of lease commencement date. A copy of the receipt evidencing the service will be provided to the tenant within 14 days.
- (d) Repair ceiling light to laundry within 1 month of the starting date of this agreement notwithstanding that, but for this special condition, the lessor may not have been obliged under the Residential Tenancies Act 1987 or this agreement to repair the ceiling light)
- (e) Replacement of flyscreen to the front screen door within 1 month of the starting date of this agreement, subject to any extensions of that period which is agreed to by the tenant (in its sole and absolute discretion)
- (f) Repair (restretching) of the carpets within 1 month of the starting date of this agreement (notwithstanding that, but for this special condition, the lessor may not have been obliged under the Residential Tenancies Act 1987 or this agreement to remove the buckling of the carpets)

Item 11
Conditions prior to
Commencement
Date.

Property to be cleaned prior to the lease commencement date.

Furniture to be removed from property prior to the lease commencement.