

Schedule 9 – Housing Assets

Item 1 – Property Sale and Transfer Deed

Annexure A - General Particulars of Housing Assets

Annexure B - Special Conditions

Annexure C - Description of Property

Annexure D - GROH Residential Tenancy Agreement

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HOUSING AUTHORITY
AND
YAMATJI SOUTHERN REGIONAL CORPORATION LTD
AND
[TRUSTEE OF THE CHARITABLE TRUST]

PROPERTY SALE AND TRANSFER DEED

Housing Authority
99 Plain Street
EAST PRTH WA 6004

THIS DEED is made on 20

BETWEEN Housing Authority, a statutory authority constituted under the *Housing Act 1980 (WA)*, of 99 Plain Street, East Perth, Western Australia (**Authority**)

Yamatji Southern Regional Corporation Ltd (ACN 638 346 684) (**YSRC**)

AND [Trustee of the Charitable Trust] (**Trustee**)

RECITALS

- A. This Deed is entered into pursuant to the ILUA.
- B. As part of the settlement set out in the ILUA, the Authority intends to either transfer, or transfer the Proceeds of Sale from, the Housing Assets itemised in the Final Nomination to the Trustee, in accordance with the ILUA and this Deed.
- C. The Parties acknowledge that the grant of any final nominated percentage interest in a potential development of the Karloo Lots or Beachlands Lots (as defined in the ILUA) will be the subject of separate Proposed Development Arrangements and associated binding agreements to give effect to the Proposed Development Arrangements, to be agreed between the Parties in accordance with the ILUA.

THE PARTIES AGREE AS FOLLOWS

1 DEFINED TERMS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the contrary intention appears:

Asbestos has the meaning given in the *Occupational Safety and Health Regulations 1996 (WA)*;

Asbestos Management Plan means the Department of Communities (Housing) Asbestos Management Plan (Version 2.1) dated August 2018, as amended and updated from time to time by the Department of Communities, including any new versions of the Asbestos Management Plan;

Building Condition Assessment means a property assessment referencing the requirements of, and compliance with, the applicable sections of the National Construction Code 2019 prepared for each Housing Asset nominated by the YSRC in accordance with clauses 16.4(a) and (c) of the ILUA by a building surveyor appointed by the Authority, a report of which is provided to the YSRC;

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks in Western Australia are open for general business;

Category 1 Social Housing Properties means the Category 1 Social Housing Properties owned by the Authority, the general particulars of which are set out in

Annexure A of this Deed, and any Substitute Property of those properties in accordance with the clause 5 of this Deed;

Category 2 Social Housing Properties means the Category 2 Social Housing Properties owned by the Authority, the general particulars of which are set out in Annexure A of this Deed, and any Substitute Property of those properties in accordance with clause 5 of this Deed;

Commencement Date means the date on which this Deed has been executed by the Parties in accordance with clause 16.5 of the ILUA;

Compensation has the meaning given to it in the ILUA;

Contamination has a corresponding meaning to “contaminated” as defined in the *Contaminated Sites Act 2003 (WA)*;

Deed refers to this Property Sale and Transfer Deed, including its recitals and annexures;

Department of Communities means the Department of Communities of the State of Western Australia;

Final Nomination means the final written nomination of Housing Assets to be transferred to, or sold and the Proceeds of Sale transferred to, the Trustee, as determined in accordance with the nomination process outlined in clause 16.4 of the ILUA;

Government Partnership Committee means the Government Partnership Committee established under the ILUA.

GROH Lease means the Department of Communities standard Government Regional Officer Housing (GROH) Residential Tenancy Agreement in Schedule 1 to this Deed, as amended and updated from time to time by the Department of Communities, including any new versions of the GROH Lease;

GROH Program means the Government Regional Officer Housing Program to provide housing accommodation to government employees under the *Government Employees' Housing Act 1964 (WA)*;

GROH Properties means those properties owned or deemed to be owned by the Authority and leased as government employees' housing under the *Government Employees' Housing Act 1964 (WA)*, the general particulars of which are set out in Annexure A of this Deed, and any Substitute Property of those properties in accordance with clause 5 of this Deed;

GST has the same meaning as in the *GST Act*.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia

Housing Assets means the pool of Category 1 Social Housing Properties, Category 2 Social Housing Properties and GROH Properties, including the Nominated Properties, and refers to any Substitute Property;

ILUA means the Yamatji Nation Indigenous Land Use Agreement executed on [insert ILUA Commencement Date] and registered on [insert Conclusive Registration Date];

Implementation Committee means the Implementation Committee defined by the Government Partnership Committee's terms of reference under the ILUA;

Like to Like Model refers to the basis on which the Authority may propose a Substitute Property to replace any Housing Assets, including any Nominated Properties, being that in the reasonable opinion of the Authority the Substitute Property has substantially similar attributes;

Nominated Properties means all of the Category 1 Social Housing Properties, Category 2 Social Housing Properties and the GROH Properties nominated for sale or transfer and itemised in the Final Nomination, and includes any Substitute Properties, and "Nominated Property" means any one of the Nominated Properties;

Nominated Account means the bank account held in the name of the Trustee, the details of which will be provided to the Authority within 30 Business Days of the Commencement Date;

Party means either the Authority or the Trustee, as the case requires, and **Parties** means both of them;

Proceeds of Sale means the funds derived from the sale of any of the Nominated Properties for sale less the registration fee payable to Landgate and any other statutory fees and charges payable by the Authority in respect of the sale;

Property Settlement means the transfer of title of a Nominated Property for transfer by the Authority to the Trustee, subject to clause 10;

Property Settlement Date means the date nominated by the Authority from time to time in accordance with clause 6.1(b);

Proposed Development Arrangements has the same meaning as in the ILUA;

Relevant Authority means any body or corporation or any municipal, government, statutory or non-statutory authority or body having authority or jurisdiction over the Housing Asset or to whose systems the Housing Asset is connected at any time;

Standard Sale Terms means the Real Estate Institute of Western Australia (REIWA) Joint Form of General Conditions 2018, and the Annexure B Special Conditions of Sale in Schedule 2 to this Deed as amended and updated from time to time by the Department of Communities, and includes any new versions of the REIWA Joint Form of General Conditions;

Substitute Property refers to a replacement property that replaces a Housing Asset, including any Nominated Properties, in accordance with clause 5;

Time to Effect Transfer or Sale means the period of time described in clause 4.2(a), as may be extended by clause 4.2(b), during which the Authority will complete the sale or transfer of the Nominated Properties in accordance with this Deed;

Transfer means the instrument required to transfer a Nominated Property for transfer to the Trustee in a form acceptable for registration by Landgate, subject to signing by all Parties;

Trust Effective Date has the same meaning as in the ILUA;

Valuation means the fixed value attributed to each of the Housing Assets, as agreed between the YSRC and the Authority, and as itemised in Annexure A of the Deed; and

1.2 Interpretation

- (a) In this document:
- (i) headings are for reference only and do not affect interpretation;
 - (ii) the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
 - (iii) unless stated otherwise, anything required to be done on or by a day which is not a Business Day, must be done on or by the next Business Day;
 - (iv) no provision or expression is to be construed against a Party on the basis that the Party (or its advisers) was responsible for its drafting;
 - (v) examples and use of the word 'including' and similar expressions do not limit what else may be included;
 - (vi) nothing contained in this Deed will be deemed or construed as creating the relationship of partnership or of principal and agent;
 - (vii) if a Party is obliged to do something it must do so at its own cost unless expressly provided otherwise in this Deed; and
- (b) Unless the context requires otherwise, a reference in this document to:
- (i) a Party to any document includes that person's successors and permitted substitutes and assigns;
 - (ii) a document or agreement includes that document or agreement as novated, altered, amended, supplemented or replaced from time to time;
 - (iii) any thing includes any part of it and a reference to a group of things or persons includes each thing or person in that group;
 - (iv) clauses, schedules and annexures are to those in this document, and a reference to this document includes any schedule and annexure;

- (v) a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (vi) time is to Perth, Western Australia time unless stated otherwise;
- (vii) legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement;
- (viii) a reference to any government department, professional body, committee, council or other body, or to any position within any such body, includes the successors to that body or position or to any relevant activity or function of that body or position; and
- (ix) clause headings are for convenience only and will be ignored in the interpretation of this Deed.

2 TERM OF THIS DEED

The term of this Deed commences on the Commencement Date and shall operate until the earlier of:

- (a) 60 Business Days after:
 - (i) the last Nominated Property is transferred to the Trustee or is sold, and the Proceeds of Sale transferred to the Trustee, and
 - (ii) the Parties have complied with clause 4.3 in respect of any GROH Properties;
- (b) the termination date of the ILUA; or
- (c) a date fixed by written agreement between the Parties.

3 MINISTERIAL CONSENT

The YSRC and the Trustee acknowledge that:

- (a) the transfer or sale of each and every Nominated Property in accordance with this Deed is subject to, and will not proceed without, Ministerial consent in accordance with section 26 of the *Housing Act 1980 (WA)*; and
- (b) any Ministerial consent may be given subject to conditions, restrictions, exceptions and reservations as the Minister for Housing thinks fit, or may be withheld in the Minister's absolute discretion.

4 TRANSFER OR SALE OF NOMINATED PROPERTIES

4.1 Nominated Properties

- (a) Subject to clause 3 and clause 5, the Authority agrees to:
 - (i) transfer to the Trustee, and the Trustee agrees to accept, an estate in fee simple in each of the Nominated Properties nominated for transfer; and

- (ii) unless clause 4.1(b) applies, sell each of the Nominated Properties nominated for sale and pay to the Trustee via electronic funds transfer to the Trustee Nominated Account the Proceeds of Sale within 30 Business Days of settlement,

on the terms and conditions in this Deed and for no monetary consideration but as part of the Compensation.

- (b) Without limiting clause 6.4, if the Authority has been unable to sell a Nominated Property nominated for sale for a reasonable price and on its standard settlement terms and conditions after marketing the Nominated Property for at least six (6) months, then the Authority may instead transfer to the Trustee, and the Trustee agrees to accept, an estate in fee simple of that Nominated Property.

4.2 Time to effect transfer or sale

- (a) The process for transfer or sale of Nominated Properties shall commence on the Commencement Date and shall be completed within the time frame set out in clause 16.7(b) of the ILUA.
- (b) Notwithstanding subclause (a), the Parties agree that the period in which any of the Nominated Properties may be transferred may be extended:
 - (i) for up to a further three (3) year period where there are adverse or exceptional circumstances (including property market conditions), as determined solely by the Authority; or
 - (ii) by written agreement between the Parties.

4.3 GROH Properties

- (a) This clause 4.3 only applies to Nominated Properties that are GROH Properties ("**Nominated GROH Properties**") and prevails to the extent of any inconsistency with clause 4.1(a) of this Deed.
- (b) During the Time to Effect Transfer or Sale, the Authority will notify the YSRC and the Trustee in writing when a Nominated GROH Property becomes available for transfer or sale in accordance with this Deed. Despite anything to the contrary in the Final Nomination:
 - (i) a Nominated GROH Property will only be available for sale if the Authority determines in its absolute discretion that the Property is no longer required to be retained in the GROH Program; and
 - (ii) if the Authority requires the Property to be retained in the GROH Program, then the Trustee agrees to accept transfer in fee simple of the Property instead of Proceeds of Sale.
- (c) The Trustee acknowledges and agrees the transfer of each Nominated GROH Property the Authority notifies is available for transfer under clause 4.3(b) is subject to the Authority electing to exercise either of the options below:

- (i) **(Option 1)** If the Authority elects to retain a Nominated GROH Property in the GROH Program, the Authority will transfer the Nominated GROH Property to the Trustee in accordance with this Deed on the condition that the Trustee:
 - (A) grants a lease to the Authority in the form of the GROH Lease for a lease term to be determined by the Authority immediately upon the Trustee accepting an estate in fee simple of the Nominated GROH Property, where the GROH Lease will take effect upon transfer (or such later time when any existing lease to which the Nominated GROH Property is subject ends);
 - (B) agrees to notify the Authority if it proposes to sell the Nominated GROH Property during the term of the Deed; and
 - (C) grants to the Authority an irrevocable right to purchase the Nominated GROH Property for an amount to be determined by an independent market valuation before the Trustee offers the Property to any other person to purchase.
- (ii) **(Option 2)** If the Authority does not elect to retain a Nominated GROH Property in the GROH Program, the Authority will transfer the Nominated GROH Property to the Trustee in accordance with this Deed on the condition that the Trustee:
 - (A) accepts that, while the Nominated GROH Property is transferred subject to clause 10, it will be vacated within a period of ten (10) years from the Trust Effective Date;
 - (B) agrees to notify the Authority if it proposes to sell the Nominated GROH Property during the term of the Deed; and
 - (C) grants to the Authority an irrevocable right to purchase the Nominated GROH Property for an amount to be determined by an independent market valuation before the Trustee offers the Property to any other person to purchase.

4.4 No further Building Condition Assessment

YSRC and the Trustee acknowledge:

- (a) the receipt of the reports of Building Condition Assessments for each of the Nominated Properties in accordance with clauses 16.4(b) and (d) of the ILUA; and
- (b) that the Authority is not obliged to provide to the YSRC or the Trustee any subsequent Building Condition Assessments for any of the Nominated Properties for transfer or sale.

5 SUBSTITUTE PROPERTY

- (a) The Authority may propose, in writing, a Substitute Property in place of any of the Housing Assets (including Nominated Properties) at any time during the term of this Deed.

- (b) Any Substitute Property proposed by the Authority will be, in so far as reasonably practicable, determined solely by the Authority based on the Like to Like Model.
- (c) If the Authority proposes a Substitute Property then the Trustee must within 20 Business Days of receipt of the notice to substitute a Property, indicate whether it will accept the Substitute Property.
- (d) If the Trustee refuses to accept the Substitute Property then the Housing Assets and, if relevant, the Final Nomination, is reduced by that one substituted property and the Trustee will not be entitled to any compensation.
- (e) The terms and conditions of this Deed will apply to any Substitute Property.

6 PROPERTY SETTLEMENT

6.1 Availability of Nominated Properties for Transfer or Sale

- (a) The Authority, in its absolute discretion, will determine when a Nominated Property is available for transfer or sale.
- (b) As each Nominated Property becomes available for transfer, the Authority will provide written notice to the Trustee nominating a Property Settlement Date.
- (c) As each Nominated Property becomes available for sale, the Authority will provide notice to the Trustee of an indicative timeframe for any marketing of the Nominated Property and when a proposed date for settlement is set between the Authority and buyer.

6.2 Property Settlement Process

- (a) No later than 14 days prior to the Property Settlement Date, the Authority will arrange for the Transfer to be prepared and provided to the Trustee.
- (b) No later than 5 days prior to Property Settlement Date, the Trustee must:
 - (i) sign the Transfer;
 - (ii) arrange for the Transfer to be endorsed by the Office of State Revenue; and
 - (iii) deliver the Transfer endorsed by the Office of State Revenue to the Authority.
- (c) Property Settlement will take place at such time and place nominated by the Authority or as otherwise agreed to by the Parties.
- (d) The Parties must complete the Property Settlement on the Property Settlement Date or on any other date agreed to by the Parties.
- (e) The Authority on request by the Trustee will conduct the conveyancing for both parties in order to reduce the cost burden to the Trustee.

6.3 Post Property Settlement

- (a) The Authority must lodge the Transfer and every other document required to enable Transfer to be registered at Landgate after the Property Settlement Date and the Authority must use its best endeavours to ensure that Transfer is registered as soon as possible.
- (b) If a requisition notice is issued by Landgate in relation to the registration of the Transfer or any other document which is lodged for registration with the Transfer, the Parties must immediately do everything reasonably necessary to satisfy the requirements of the requisition notice.
- (c) Where a requisition notice is issued by Landgate in respect of a document prepared by or on behalf of the Authority, the Authority will pay the fee required by Landgate in respect of that requisition notice.

6.4 Process of Sale of Nominated Properties

- (a) For any Nominated Properties for sale, the Authority will arrange for the sale on the Authority's Standard Sale Terms and as agreed with the prospective buyer.
- (b) Without limiting clause (a), in arranging for the sale of a Nominated Property, the Authority will determine:
 - (i) whether to sell by private treaty or auction;
 - (ii) when and how to market the Nominated Property and for how long to continue marketing;
 - (iii) whether to cease marketing for any reason and to re-market the Nominated Property at a later date;
 - (iv) the asking price or reserve price (as relevant);
 - (v) whether to accept an offer, which offer to accept and on what terms and conditions; and
 - (vi) the date for settlement.
- (c) The Trustee will not be entitled to any compensation for any shortfall between the Proceeds of Sale from, and the Valuation of, a Nominated Property.

7 POSSESSION AND RISK

7.1 Possession of Nominated Properties for transfer

Subject to clause 10, the Trustee will be entitled to, and the Authority will deliver to the Trustee, possession of the Nominated Property on Property Settlement.

7.2 Risk in Nominated Properties for transfer or sale

Notwithstanding any rule of law or in equity to the contrary:

- (a) each Nominated Property for transfer is at the risk of the Trustee in all respects (including without limitation, any damage to or destruction thereof) from the Property Settlement or from the date the Trustee is entitled to or is given possession of the Nominated Property (subject always to clause 10), whichever of these is the earlier; and
- (b) the Trustee agrees to assume from the Authority as at the date of settlement of each Nominated Property for sale any remaining risk and liability in respect of the Nominated Property that for whatever reason remains with the Authority and has not transferred to the buyer.

8 TITLE

8.1 Inspection of title

The Certificate of Title in respect of each Housing Asset may be inspected by search at Landgate and the Trustee is not entitled to require the Authority to produce an abstract of title or any other evidence of the Authority's title or right to transfer or sell any of the Housing Assets.

8.2 No requisitions on title

Without limiting clause 16.8(c) of the ILUA, the Trustee is not entitled to give the Authority a written statement of objections to or requisitions on the title of any Housing Assets.

9 ERROR OR MISDESCRIPTION

9.1 Meaning of error or misdescription

An error or misdescription of any Housing Asset means an error or misdescription in Annexure A of this Deed or the Building Condition Assessment (if any) of:

- (a) a physical structure or physical feature of that Housing Asset;
- (b) a boundary of that Housing Asset; or
- (c) the area of that Housing Asset

9.2 No termination or delay in the Property Settlement

An error or misdescription of any Housing Asset in Annexure A of this Deed or the Building Condition Assessment (if any) shall not:

- (a) entitle the YSRC or the Trustee to terminate this Deed;
- (b) entitle the Trustee to a Substitute Property;
- (c) result in any deferment or delay in Property Settlement; or
- (d) entitle the Trustee to any compensation.

10 ENCUMBRANCES

Each Nominated Property for transfer is transferred to the Trustee subject to the following:

- (a) any lease, easement, restrictive covenant or other right granted by the Authority at any time in favour of any other person or any Relevant Authority;
- (b) any easements, positive covenants, restrictive covenants, memorials (and any condition or statement contained in the memorial), rights, reservations, conditions and notifications lodged pursuant to any Act and interests, orders, tenancies, public roads and encroachment (if any) affecting each Nominated Property and which are mentioned in the Certificate of Title or which shall be mentioned or registered upon lodgement of the Transfer of each Nominated Property to the Trustee at Landgate; and
- (c) all conditions (including building conditions) or restrictions whatsoever imposed or made on the Nominated Property by any local, state or federal government department or Relevant Authority or under any legislation,

and, without limiting clause 16.8(c) of the ILUA, the Trustee must not make any objection, delay or refuse to effect Property Settlement or make any claim for compensation or damages arising from the matters specified in this clause 10.

11 DIVIDING FENCES

11.1 Boundaries

All fences and walls purporting to be on the boundaries of each Nominated Property for transfer will, as between the Trustee and the Authority, be deemed to be upon their survey boundaries and if any fence or wall is found, whether prior or subsequent to transfer, not to be on its true boundary, the Trustee will not be entitled to any compensation from or have any claim against the Authority.

11.2 No claim for dividing fences

- (a) The Trustee acknowledges and accepts the state and condition of any boundary fence or wall erected on each Nominated Property for transfer as is, and for the avoidance of doubt, the Trustee acknowledges that the Authority has no obligation to:
 - (i) erect a new boundary fence or wall if no boundary fence or wall is in place at Property Settlement; or
 - (ii) replace or repair any existing boundary fence or wall, unless the Authority has been notified in writing of a claim by an adjoining owner (other than the Trustee), prior to transfer of a Nominated Property to the Trustee, in which case:
 - (A) the Authority undertakes to notify the Trustee in writing of that claim as soon as practicable after being notified of the claim; and
 - (B) the Authority agrees to complete the works required pursuant to that claim at its cost.
- (b) Without limiting clause 16.8(c) of the ILUA, the Trustee must not make any claim against the Authority pursuant to the *Dividing Fences Act 1961* (WA) or however else concerning:

- (i) the construction of or contribution to the cost of construction of any dividing fences or walls;
- (ii) the repair and maintenance of or contribution to the costs of repair and maintenance of any dividing fences or walls; or
- (iii) any other liability in respect of a dividing fence or wall including any liability the Authority may have incurred to any adjoining owners.

11.3 Contribution from adjoining owners

Where the Authority is entitled under the *Dividing Fences Act 1961* (WA) to recover from an adjoining land owner part of the costs of erecting or repairing a boundary fence or wall on a Nominated Property for transfer but has not done so on or before Property Settlement, the Trustee will assist the Authority's recovery of such costs as required by the Authority after Property Settlement.

12 RATES AND TAXES

- (a) If a Nominated Property for transfer is separately rated by the Relevant Authority before Property Settlement then the outgoings payable by the Parties shall be apportioned on Property Settlement.
- (b) If a Nominated Property for transfer is not separately rated by the Relevant Authority before Property Settlement, then the applicable outgoing will be adjusted at the Authority's election, either:
 - (i) at Property Settlement by calculating the outgoings in a manner that the Authority considers fair and reasonable including having regard to the area of the Nominated Property and the area of the land to which the assessment of the Relevant Authority relates; or
 - (ii) after Property Settlement when the relevant information becomes available from the Relevant Authority.
- (c) The Authority will pay each outgoing payable up to and including the date of Property Settlement and the Trustee will pay each outgoing payable after Property Settlement.

13 YSRC'S AND THE TRUSTEE'S ACKNOWLEDGEMENTS

13.1 Nominated Property transferred or sold 'as is'

The YSRC and the Trustee acknowledge and agree:

- (a) that each Nominated Property is transferred or sold 'as is, where is' and with all faults, defects and characteristics whether they are apparent or ascertainable on inspection or not, and without any obligation on the Authority to disclose or particularise any faults, defects or characteristics known to the Authority;
- (b) no warranty or representation has been given or made to the YSRC or the Trustee by the Authority or any of its agents, employees or contractors or any other person on its behalf as to:

- (i) the title to each Nominated Property;
 - (ii) any encumbrance, restriction or right in favour of any third party affecting each Nominated Property;
 - (iii) the condition or state of repair of each Nominated Property.
- (c) the Authority will not be liable under any circumstances to make any allowance or compensation to the YSRC or the Trustee by the exclusion of warranties or representations in the Deed or for any fault, defect or characteristic in each Nominated Property; and
- (d) the YSRC and the Trustee have thoroughly read and understood this Deed and had the opportunity to produce this Deed to professional advisors for the purpose of receiving independent legal and/or financial advice.

13.2 Own enquiries

The Trustee acknowledges that by the Trustee accepting a transfer of an estate in fee simple in a Nominated Property for transfer and entering into this Deed it will be taken to have satisfied itself:

- (a) by physical examination and inspection and all other necessary enquiries and relying on the opinion or advice of such experts as it may wish to consult as to the state, condition, quality and quantity of each Nominated Property;
- (b) by enquiry of all Relevant Authorities as to the zoning of each Nominated Property and the use to which each Nominated Property or any other land adjoining or in the vicinity of each Nominated Property may be put;
- (c) as to the easements, restrictive covenants, notifications, memorials or other contracts or encumbrances to which each Nominated Property may be or become subject;
- (d) as to the requirements of each and every authority, body or government department which has control or jurisdiction over each Nominated Property and the current and prospective use and development of each Nominated Property;
- (e) by independent valuations or reports as to the value of each Nominated Property provided by the Authority and as to the present and future feasibility, liability and economic return that may be derived from each Nominated Property; and
- (f) by survey and physical examination as to the area including the boundaries of each Nominated Property and not relying on the position of any pegs purporting to mark the boundary,

and shall be deemed to accept the transfer of an estate in fee simple in each Nominated Property in reliance solely upon such examination, inspection, enquiry, perusal, opinion and advice and not upon any or any alleged statement

or representation whatsoever made or alleged to have been made to the YSRC and the Trustee by the Authority or any of its employees, contractors or agents.

13.3 Planning acknowledgement

The Trustee acknowledges that each Nominated Property for transfer is transferred subject to the following as at the Property Settlement Date:

- (a) the provisions of any town planning scheme, zoning by-laws and other laws affecting each Nominated Property;
- (b) any orders or requisitions affecting each Nominated Property;
- (c) any proposal or scheme for the widening, realignment, closure, setting or alteration of the level of any road or right of way adjacent to or in the vicinity of each Nominated Property by any competent authority or person;
- (d) any resumption or proposal to resume each Nominated Property or any adjoining or other land; and
- (e) any easement, memorial (and any condition or statement contained in the memorial), notification, positive covenant or restrictive covenant or other encumbrance mentioned in clause 10 affecting each Nominated Property or which shall affect each Nominated Property on registration of the Transfer of each Nominated Property to the Trustee,

and the Trustee will take title subject to the above and shall not be entitled to make any objection, requisition or claim for compensation, in respect of any matter mentioned in this Deed.

14 LIMITING OF LIABILITY

Without limiting clause 16.8(c) of the ILUA, the Trustee will not make any objection or requisition or claim against the Authority for compensation or to rescind this Deed and the Authority will not be liable to indemnify the Trustee whatsoever and howsoever arising by reason of:

- (a) any Housing Asset being unsuitable for any particular purpose;
- (b) the area of any Housing Asset being different from the area indicated on any plan, brochure, material or other publication issued or published by the Authority or on the Authority's behalf or as indicated on the Certificate of Title to each Housing Asset;
- (c) the provision of, or lack of, water, drainage, sewerage, gas, electricity, telephone or other services or connections to each Housing Asset, or in respect of the fact that any services or connections may be joint services to any other land, or because any facilities for services for any other land pass through any Housing Asset;
- (d) any encroachment onto any Housing Asset by any improvement which does not form part of that Housing Asset, or the encroachment onto adjoining land of any improvement which forms part of any Housing Asset;

- (e) the location of any sewerage, water or drainage pipes or services affecting each Housing Asset or that any sewer passes through, or penetrates any Housing Asset;
- (f) the presence of Asbestos on any Housing Asset; or
- (g) the fact that the current use of any Housing Asset may not be an authorised use under any applicable zoning or use law, scheme or regulation.

15 ENVIRONMENTAL MATTERS

- (a) Notwithstanding any other provision contained in this Deed, the Parties mutually acknowledge and agree that some or all of the Housing Assets contain Asbestos and that on and from Property Settlement the Trustee bears all risk arising from and responsibility for dealing with such Asbestos. For the avoidance of doubt, risk and responsibility arising from the existence of Asbestos in any Nominated Property prior to Property Settlement remains with the Authority to manage in accordance with the Asbestos Management Plan.
- (b) Unless the Authority otherwise notifies the Trustee in writing prior to Property Settlement, the Authority is not aware of the existence of any Contamination (except for the presence of Asbestos) in or on each Nominated Property for transfer that would materially adversely affect the proposed use of each Nominated Property for transfer and the Trustee acknowledges and agrees that on and from Property Settlement, the Trustee will bear the risk and responsibility of dealing with any Contamination (pre-existing or otherwise) that may subsequently arise in on or under each Nominated Property for transfer in accordance with the terms of the *Contaminated Sites Act 2003* (WA).
- (c) The Trustee acknowledges and agrees that:
 - (i) it shall be taken to have satisfied itself by physical examination and inspection and all other necessary enquiries and by relying on the advice and opinions of such experts as the Trustee may wish to consult as to the geotechnical condition of each Nominated Property for transfer and each and every part of that Nominated Property; and
 - (ii) without limiting clause 16.8(c) of the ILUA, the Trustee shall not have any claim whatsoever against the Authority and the Authority will not indemnify the Trustee in respect of any geotechnical matter which may relate to the suitability of each Nominated Property for transfer for building purposes (including the compaction of soil or any fill) or any additional costs, losses or expenses that may be incurred by the Trustee in relation to its use or intended use of each Nominated Property for transfer as a result of the geotechnical condition of that Nominated Property.

16 TRUSTEE INDEMNITY

- (a) The Trustee indemnifies and will keep indemnified the Authority, the State of Western Australia and all of its departments, agencies and

instrumentalities established by statute (whether expressed to be agents of the Crown or not) and all officers, servants, agents, contractors, invitees and licensees of any of them (the **Indemnified Parties**) from and against all claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, equity, tort or statute or any combination thereof which the Indemnified Parties (or any of them) may suffer or incur or which may at any time be brought maintained or made against them (or any of them) in respect of or in connection with any third party claim arising out of or in connection with this Deed and only provided that risk in relation to the Nominated Property has been transferred to or assumed by the Trustee in accordance with clause 7.2 of this Deed.

- (b) The Trustee's liability under this indemnity will be reduced proportionally to the extent caused or contributed to by the Indemnified Parties or their officers, servants, agents, contractors, invitees and licensees.
- (c) The Parties agree to use their reasonable endeavours to cooperate with each other, at their own cost, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of this indemnity.
- (d) To the fullest extent available at law, the Trustee releases the Authority, the State of Western Australia and all of its departments, agencies and instrumentalities established by statute (whether expressed to be agents of the Crown or not) and all officers, servants, agents, contractors, invitees and licensees of any of them from and against all claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, equity, tort or statute or any combination thereof which the Trustee may suffer or incur in respect of or in connection with any of the matters referred to in clauses 9, 10, 11, 12, 13, 14 and 15 of this Deed.
- (e) The Trustee acknowledges and agrees that clause 16(d) may be pleaded as an absolute bar to any relief, compensation or claim sought by the Trustee against the Authority.

17 DISPUTES AND MEDIATION

- (a) A Party must not start arbitration or final court proceedings in respect of a dispute arising out of or in connection with this Deed (**Dispute**) unless it has first complied with this clause.
- (b) A Party claiming that a Dispute regarding this Deed has arisen must give written notice to the other Party within ten (10) Business Days of the Dispute first arising, giving details of the Dispute (**Notice of Dispute**).
- (c) Before resorting to external dispute resolution mechanisms including court proceedings, the Parties will in good faith attempt to settle by negotiation any dispute in relation to this Deed by referral to the:

- (i) Implementation Committee in the first instance, following receipt of the notice of the dispute; and
 - (ii) Government Partnership Committee if the dispute is not resolved by the Implementation Committee.
- (d) Where practical, each Party will refer the matter to personnel who have authority to intervene and facilitate some form of agreed resolution.
 - (e) If the Dispute is not resolved following the referrals in clause 17(c) above, the Parties must refer the Dispute to a mediator to be agreed between the Parties.
 - (f) If the Parties cannot agree on a particular mediator to be appointed, the Parties must request the Chairman of the Institute of Arbitrators and Mediators Australia (WA Chapter) to appoint a mediator.
 - (g) Unless otherwise agreed between the Parties, each Party shall jointly bear the costs of any mediation in equal proportion.
 - (h) If the Parties are not able to resolve the Dispute through mediation within twenty (20) Business Days of participating in the first mediation with the mediator, or such other period of time as agreed by the Parties, then either Party is thereafter entitled to commence action to resolve the dispute in a court of competent jurisdiction or, if agreed to by the Parties by arbitration under the *Commercial Arbitration Act 2012* (WA).
 - (i) Any information or documents disclosed by a Party under this clause must be kept confidential and may only be used to attempt to resolve the Dispute, under this clause or otherwise.
 - (j) All communications between the Parties made pursuant to this clause are without prejudice to any subsequent action in a court of competent jurisdiction.

18 GST

- (a) Any reference in this clause to a term defined or used in the GST Act is, unless the contrary intention appears, a reference to that term as defined or used in the GST Act.
- (b) If GST is or becomes payable by a Party in relation to any supply that it makes under, in connection with or resulting from this Deed (**Supplier**), the Parties agree that, in addition to any consideration provided by a Party (**Recipient**) for a supply from the Supplier, the Recipient must also pay the Supplier, at the same time as providing the consideration, the amount of any GST for which the Supplier is liable in relation to that supply (**additional amount**).
- (c) The obligation to pay the additional amount only arises once the Supplier has issued a tax invoice (or an adjustment note) to the Recipient in respect of the additional amount.

- (d) If a Recipient is required under this Agreement to reimburse or pay to a Supplier an amount calculated by reference to a cost, expense or an amount paid or incurred by that Supplier, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which the Supplier is entitled in respect of any acquisition relating to that cost, expense or other amount.

19 COSTS AND DUTY

19.1 Legal and other costs

Each Party must bear its own legal costs in connection with the preparation, negotiation, execution and completion of this Deed.

19.2 Transfer duty and registration fee

- (a) The Trustee must pay (unless otherwise exempt) all duty payable under the *Duties Act 2008 (WA)* on this Deed and the Transfer. No sale or transfer of any Nominated Properties will be effected until the Trustee delivers to the Authority a photocopy of the Deed showing payment of any duty payable.
- (b) The Authority must pay the cost of the preparation of the Transfer and the registration fee payable to Landgate on the Transfer.

20 NOTICES

- (a) Any notice or other communication which is required to be given or served under this Deed (**Notice**) is duly given or served if in writing signed by a person duly authorised by the sender and delivered by hand or sent by email, prepaid post or facsimile transmission addressed to the other Party.
- (b) Subject to paragraph (c), Notice is taken to be received:
- (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of email, when it becomes capable of being retrieved by the addressee of the relevant email;
 - (iii) in the case of post, on the third Business Day after posting; and
 - (iv) in the case of facsimile, on the date of transmission; and
- (c) if received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

21 CONFIDENTIALITY

- (a) In this clause 21 **Confidential Information** means all information provided by any of the Parties under or for the purposes of this Deed:
- (i) during negotiations preparatory to the execution of this Deed; and

- (ii) during the term of this Deed,
that is identified as confidential by the Party providing the information including the addresses of any Housing Assets, and any details of past or current tenants of any of those Housing Assets.
- (b) Subject to the remainder of this clause 21, each Party agrees to keep all Confidential Information it receives from the other Party confidential and will not disclose Confidential Information to any person except in any of the circumstances described in sub-clause (c).
- (c) Subject to sub-clause (d), a Party receiving Confidential Information may disclose such information in any of the following circumstances:
 - (i) if it has the prior written consent of the Party from whom it received the Confidential Information;
 - (ii) if the information disclosed has come into the public domain through no fault of the Party seeking to make the disclosure;
 - (iii) if the information was received from another person having the unrestricted legal right to disclose the Confidential Information;
 - (iv) to the extent that the disclosure of the information is reasonably necessary for any processes or applications under any law or related to any approvals;
 - (v) in processes for resolving, settling or progressing any dispute or litigation concerning this Agreement and its subject matter;
 - (vi) to the receiving Party's officers, employees, agents, auditors, advisers, financiers, consultants, contractors, joint venturers and related bodies corporate;
 - (vii) to the legislative or executive arms of the Government of Western Australia;
 - (viii) to the extent required by law;
 - (ix) to a Court or tribunal of competent jurisdiction; and
 - (x) as otherwise permitted or required by this Deed.
- (d) Before making any disclosure to a person under sub-clause (c), a Party (**Disclosing Party**) must:
 - (i) in each case, inform the entity or person to whom the Confidential Information is being disclosed of the Disclosing Party's confidentiality obligations under this Deed;
 - (ii) before making any disclosure (other than under sub-clauses (c)(vii), (viii) and (ix)), and only if it is reasonably practicable and lawful to do so, notify the Party from whom it received the Confidential Information and give that Party a reasonable

opportunity to take any steps that that Party considers necessary to protect the confidentiality of that information; and

- (iii) in the case of a disclosure to a person or entity under sub-clause (c) (vi), procure that the person or entity executes a deed with the Disclosing Party, in a form acceptable to the Disclosing Party (acting reasonably), imposing on the person or entity an undertaking of confidentiality having substantially similar effect as this clause 21 other than where the person or entity is under a statutory obligation of confidentiality or is an officer or employee of the Party receiving the Confidential Information who is under a duty of confidentiality to that Party equivalent to that required by this clause 21(d)(iii).
- (e) Each Party acknowledges that:
 - (i) it is aware that any breach of this clause 21 may result in the owner of Confidential Information suffering loss or damage, for which monetary damages may not be an adequate remedy; and
 - (ii) in the event of a suspected or actual breach of this clause 21, or of any obligation of confidentiality under this Deed, any aggrieved Party is entitled to seek and obtain injunctive relief or an order for specific performance of the terms of this clause 21; and
 - (iii) clause 17 of this Deed does not apply to this sub-clause (e).
- (f) Disclosure of Confidential Information in connection with this Deed does not waive or transfer any intellectual property rights in that Confidential Information held by a disclosing Party.

22 GENERAL PROVISIONS

22.1 Assignment and Encumbrances

- (a) If the Authority agrees to a request by the Trustee under clause 16.10 of the ILUA for a subsidiary or other related entity of the Trustee to accept the transfer of, or the Proceeds of Sale from, a Nominated Property, then that subsidiary or other related entity of the Trustee and the Parties must enter into a deed joining the subsidiary or other related entity of the Trustee as a party to the Deed in respect of that Nominated Property.
- (b) Except as set out in clause 21.1(a), no Party may assign, transfer, novate or otherwise dispose of its rights, title, obligations or interests under this Deed in any circumstances.
- (c) The Trustee must not grant any encumbrance, mortgage or charge in respect of the whole or any part of its rights, title, obligations and interests under this Deed in any circumstances.

22.2 Entire agreement

This Deed and the documents referenced herein (including the ILUA) constitute the entire agreement between the Parties as to its subject matter and, in relation to that subject matter, supersedes any prior understanding or agreement between any of the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

22.3 Governing law and jurisdiction

- (a) This Deed is governed by the law applicable in the State of Western Australia.
- (b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia.

22.4 Severance

If any provisions of this Deed is void, voidable by any Party, unenforceable or illegal according to the law in force in the State of Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Deed to the extent necessary unless it would materially change the intended effect and objectives of this Deed.

22.5 Waiver

A right or power under this Deed shall only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

- (a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power; and
- (b) a waiver of a right or power on one or more occasion by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and
- (c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

22.6 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this Deed.

22.7 Counterparts

This Deed may be executed in a number of counterparts. All counterparts together will be taken to constitute the one instrument. If this Deed is to be executed in counterparts the Parties must execute sufficient numbers for each of them to retain one instrument (as constituted by the counterparts).

22.8 Further action

Each Party must use its best efforts to do all things necessary or desirable to give full effect to this Deed and the matters contemplated by it.

22.9 Survival

Clauses 1, 7.2, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19.2, 20, 21 and 22 survive termination of this Deed.

22.10 No fetter

Nothing in this Deed can, or is to be taken to, fetter, restrict, affect, derogate from or control the exercise or the timing of the exercise by any person (including a Minister of the State of Western Australia) of a statutory right, power, duty, function or discretion otherwise than in accordance with the statute.

EXECUTED by the Parties as a deed on the _____ day of _____ 20

The common seal of)
the **Housing Authority**)
was hereunto affixed in)
the presence of the)CHIEF EXECUTIVE OFFICER)

Michelle Andrews

Signed by YAMATJI SOUTHERN)
REGIONAL CORPORATION LTD)
(ACN 638 346 684) as an agreement)
under s 127 of the *Corporations Act*
2001 (Cth):

.....
Signature of Director

.....
Signature of Director/Company
Secretary
(Delete title which does not apply)

.....
Print name in full

.....
Print name in full

[insert signature panel of the Trustee]

Annexure A**General Particulars of the Housing Assets (Clause 16.1 of the ILUA)**

Available Category 1 Social Housing Properties										
No	Dwelling Type	Suburb/Town	Year Built	Bedrooms	Lot Size	Construction Material	Occupied	Valuation	Valuation Integrity*	
1	Single Detached	Rangeway	2001	4	1540.5	Msnryvneer	Occupied	\$ 76,900	Vgo Annual Valuation	
2	Single Detached	Bluff Point	2001	4	862.4	Msnryvneer	Occupied	\$ 285,000	Vgo Annual Valuation	
3	Single Detached	Rangeway	2002	4	769.2	Masonry	Occupied	\$ 117,000	Vgo Annual Valuation	
4	Single Detached	Beresford	2002	4	1024.5	Msnryvneer	Occupied	\$ 167,000	Vgo Annual Valuation	
5	Single Detached	Moonyoonooka	2003	6	117692.8	Masonry	Occupied	\$ 187,000	Vgo Annual Valuation	
6	Single Detached	Geraldton	2003	4	809.8	Msnryvneer	Occupied	\$ 255,000	Vgo Annual Valuation	
7	Single Detached	Bluff Point	2003	5	811.1	Msnryvneer	Occupied	\$ 285,000	Vgo Annual Valuation	
8	Duplex	Rangeway	2004	2	935.1	Msnryvneer	Occupied	\$ 74,042	Vgo Annual Valuation	
9	Duplex	Rangeway	2004	3	935.1	Msnryvneer	Occupied	\$ 77,958	Vgo Annual Valuation	
10	Single Detached	Rangeway	2006	5	811.2	Msnryvneer	Void	\$ 108,000	Vgo Annual Valuation	
11	Single Detached	Mullewa	1973	3	1047.7	Asbcement	Occupied	\$ 24,000	Vgo Annual Valuation	
12	Single Detached	Mullewa	1973	4	912.8	Asbcement	Void	\$ 33,000	Vgo Annual Valuation	
13	Single Detached	Mullewa	1973	4	971.1	Asbcement	Occupied	\$ 43,000	Vgo Annual Valuation	
14	Single Detached	Mullewa	1973	3	778.7	Wboardfull	Occupied	\$ 33,000	Vgo Annual Valuation	
15	Single Detached	Utakarra	1973	3	809.3	Msnryvneer	Occupied	\$ 66,500	Vgo Annual Valuation	
16	Single Detached	Utakarra	1973	3	809.7	Msnryvneer	Occupied	\$ 76,000	Vgo Annual Valuation	
17	Single Detached	Rangeway	1973	3	819.3	Msnryvneer	Occupied	\$ 99,000	Vgo Annual Valuation	
18	Single Detached	Rangeway	1973	3	782.5	Msnryvneer	Occupied	\$ 99,000	Vgo Annual Valuation	
19	Single Detached	Karloo	1971	4	814.8	Msnryvneer	Occupied	\$ 76,000	Vgo Annual Valuation	
20	Single Detached	Rangeway	1972	3	769.2	Asbcement	Occupied	\$ 81,000	Vgo Annual Valuation	
21	Single Detached	Spalding	1971	3	981.9	Msnryvneer	Occupied	\$ 120,000	Vgo Annual Valuation	
22	Single Detached	Utakarra	1971	3	809.6	Msnryvneer	Occupied	\$ 66,500	Vgo Annual Valuation	
23	Single Detached	Utakarra	1971	3	809.6	Msnryvneer	Occupied	\$ 76,000	Vgo Annual Valuation	
24	Single Detached	Spalding	1971	4	809.8	Msnryvneer	Occupied	\$ 120,000	Vgo Annual Valuation	

25	Duplex	Wonthella	1971	3	1079.1	Msnryvneer	Occupied	\$ 160,000	Vgo Annual Valuation
26	Duplex	Wonthella	1971	3	1079.1	Msnryvneer	Occupied	\$ 160,000	Vgo Annual Valuation
27	Single Detached	Spalding	1971	3	880.7	Msnryvneer	Occupied	\$ 120,000	Vgo Annual Valuation
28	Single Detached	Spalding	1971	4	810	Msnryvneer	Occupied	\$ 120,000	Vgo Annual Valuation
29	Single Detached	Spalding	1971	3	848.5	Msnryvneer	Void	\$ 120,000	Vgo Annual Valuation
30	Duplex	Geraldton	1971	3	2008.4	Msnryvneer	Occupied	\$ 130,000	Vgo Annual Valuation
31	Duplex	Geraldton	1971	3	2008.4	Msnryvneer	Occupied	\$ 130,000	Vgo Annual Valuation
32	Single Detached	Rangeway	1964	3	809.8	Asbcment	Void	\$ 81,000	Vgo Annual Valuation
33	Single Detached	Waggrakine	1974	3	871.2	Msnryvneer	Occupied	\$ 138,000	Vgo Annual Valuation
34	Single Detached	Waggrakine	1974	3	809.3	Msnryvneer	Void	\$ 141,000	Vgo Annual Valuation
35	Single Detached	Rangeway	1974	3	734.7	Msnryvneer	Occupied	\$ 81,000	Vgo Annual Valuation
36	Single Detached	Waggrakine	1974	3	814.1	Msnryvneer	Occupied	\$ 138,000	Vgo Annual Valuation
37	Single Detached	Waggrakine	1975	3	812.3	Msnryvneer	Occupied	\$ 130,000	Vgo Annual Valuation
38	Single Detached	Waggrakine	1975	3	813.8	Msnryvneer	Occupied	\$ 141,000	Vgo Annual Valuation
39	Single Detached	Utakarra	1976	3	777.2	Msnryvneer	Void	\$ 81,000	Vgo Annual Valuation
40	Single Detached	Spalding	1978	4	806.8	Msnryvneer	Occupied	\$ 130,000	Vgo Annual Valuation
41	Single Detached	Spalding	1978	3	800.4	Msnryvneer	Occupied	\$ 120,000	Vgo Annual Valuation
42	Single Detached	Spalding	1978	3	800.4	Msnryvneer	Occupied	\$ 120,000	Vgo Annual Valuation
43	Single Detached	Mullewa	1978	4	1031.1	Msnryvneer	Void	\$ 34,000	Vgo Annual Valuation
44	Single Detached	Spalding	1979	3	800.4	Msnryvneer	Occupied	\$ 120,000	Vgo Annual Valuation
45	Single Detached	Utakarra	1980	3	777.2	Msnryvneer	Occupied	\$ 81,000	Vgo Annual Valuation
46	Single Detached	Mullewa	1980	3	1011.7	Msnryvneer	Occupied	\$ 33,000	Vgo Annual Valuation
47	Single Detached	Mullewa	1980	3	1011.6	Msnryvneer	Occupied	\$ 33,000	Vgo Annual Valuation
48	Single Detached	Mullewa	1980	4	1336.6	Msnryvneer	Occupied	\$ 43,000	Vgo Annual Valuation
49	Single Detached	Mullewa	1980	4	1012	Msnryvneer	Occupied	\$ 26,000	Vgo Annual Valuation
50	Single Detached	Mullewa	1980	4	1010.7	Msnryvneer	Occupied	\$ 33,000	Vgo Annual Valuation
51	Single Detached	Karloo	1980	4	682.9	Msnryvneer	Occupied	\$ 156,000	Vgo Annual Valuation
52	Single Detached	Mullewa	1981	3	1011.6	Msnryvneer	Occupied	\$ 33,000	Vgo Annual Valuation
53	Single Detached	Three Springs	1981	3	1004.4	Msnryvneer	Occupied	\$ 125,000	Vgo Annual Valuation
54	Apartment	Mullewa	1982	1	1302.6	Msnryvneer	Occupied	\$ 17,200	Vgo Annual Valuation
55	Apartment	Mullewa	1982	1	1302.6	Msnryvneer	Occupied	\$ 17,200	Vgo Annual Valuation

56	Apartment	Mullewa	1982	1	1302.6	Msnryvneer	Occupied	\$ 17,200	Vgo Annual Valuation
57	Apartment	Mullewa	1982	1	1302.6	Msnryvneer	Occupied	\$ 17,200	Vgo Annual Valuation
58	Apartment	Mullewa	1982	1	1302.6	Msnryvneer	Occupied	\$ 17,200	Vgo Annual Valuation
59	Single Detached	Spalding	1982	3	858.4	Msnryvneer	Occupied	\$ 120,000	Vgo Annual Valuation
60	Single Detached	Rangeway	1982	3	809.8	Msnryvneer	Occupied	\$ 81,000	Vgo Annual Valuation
61	Single Detached	Karlool	1982	3	682.9	Msnryvneer	Occupied	\$ 136,000	Vgo Annual Valuation
62	Single Detached	Yalgoo	1983	3	1010.7	Msnryvneer	Occupied	\$ 68,500	Vgo Annual Valuation
63	Single Detached	Karlool	1984	3	694.1	Msnryvneer	Void	\$ 146,000	Vgo Annual Valuation
64	Single Detached	Spalding	1985	3	800.4	Msnryvneer	Void	\$ 120,000	Vgo Annual Valuation
65	Single Detached	Karlool	1985	3	703	Msnryvneer	Occupied	\$ 136,000	Vgo Annual Valuation
66	Single Detached	Wonthella	1985	3	1012.7	Msnryvneer	Occupied	\$ 250,000	Vgo Annual Valuation
67	Single Detached	Wonthella	1985	3	1012.9	Msnryvneer	Occupied	\$ 231,000	Vgo Annual Valuation
68	Single Detached	Wonthella	1985	4	1012.5	Msnryvneer	Occupied	\$ 250,000	Vgo Annual Valuation
69	Single Detached	Wonthella	1985	4	1172.4	Msnryvneer	Occupied	\$ 250,000	Vgo Annual Valuation
70	Single Detached	Karlool	1986	4	1034.7	Msnryvneer	Occupied	\$ 155,000	Vgo Annual Valuation
71	Single Detached	Rangeway	1986	3	757.6	Msnryvneer	Occupied	\$ 117,000	Vgo Annual Valuation
72	Single Detached	Tarcoola Beach	1978	3	800.3	Masonry	Occupied	\$ 220,000	Vgo Annual Valuation
73	Single Detached	Mullewa	1987	3	1012.3	Msnryvneer	Occupied	\$ 36,000	Vgo Annual Valuation
74	Single Detached	Karlool	1978	3	800.4	Masonry	Occupied	\$ 148,000	Vgo Annual Valuation
75	Single Detached	Karlool	1986	3	812.6	Masonry	Occupied	\$ 138,000	Vgo Annual Valuation
76	Single Detached	Tarcoola Beach	1977	3	800.2	Masonry	Occupied	\$ 220,000	Vgo Annual Valuation
77	Single Detached	Rangeway	1987	3	800.4	Masonry	Occupied	\$ 90,000	Vgo Annual Valuation
78	Single Detached	Rangeway	1972	3	1540.5	Masonry	Void	\$ 73,100	Vgo Annual Valuation
79	Single Detached	Northampton	1988	5	4091.5	Msnryvneer	Occupied	\$ 190,000	Vgo Annual Valuation
80	Single Detached	Spalding	1990	3	801.7	Msnryvneer	Occupied	\$ 149,000	Vgo Annual Valuation
81	Single Detached	Karlool	1989	4	717.9	Msnryvneer	Occupied	\$ 146,000	Vgo Annual Valuation
82	Single Detached	Spalding	1991	3	779.8	Masonry	Occupied	\$ 139,000	Vgo Annual Valuation
83	Single Detached	Karlool	1991	3	799.4	Masonry	Occupied	\$ 122,000	Vgo Annual Valuation
84	Single Detached	Urakarra	1991	4	811.4	Masonry	Occupied	\$ 123,000	Vgo Annual Valuation
85	Duplex	Spalding	1991	3	1017.8	Masonry	Occupied	\$ 95,500	Vgo Annual Valuation
86	Duplex	Spalding	1991	3	1017.8	Masonry	Occupied	\$ 95,500	Vgo Annual Valuation

87	Single Detached	Karlo	1991	3	800.4	Masonry	Occupied	\$ 135,000	Vgo Annual Valuation
88	Single Detached	Karlo	1991	3	800.4	Masonry	Occupied	\$ 122,000	Vgo Annual Valuation
89	Single Detached	Rangeway	1991	4	802.9	Masonry	Occupied	\$ 99,000	Vgo Annual Valuation
90	Single Detached	Rangeway	1991	4	805	Masonry	Occupied	\$ 99,000	Vgo Annual Valuation
91	Single Detached	Yaloo	1992	4	1010.7	Msnryvneer	Occupied	\$ 77,000	Vgo Annual Valuation
92	Single Detached	Spalding	1992	3	794.4	Msnryvneer	Occupied	\$ 139,000	Vgo Annual Valuation
93	Single Detached	Spalding	1992	4	869	Msnryvneer	Occupied	\$ 139,000	Vgo Annual Valuation
94	Single Detached	Waggrakine	1992	4	883.7	Msnryvneer	Occupied	\$ 192,000	Vgo Annual Valuation
95	Single Detached	Spalding	1979	3	800.4	Msnryvneer	Void	\$ 120,000	Vgo Annual Valuation
96	Single Detached	Karlo	1993	3	821.3	Masonry	Occupied	\$ 99,000	Vgo Annual Valuation
97	Single Detached	Geraldton	1993	4	809.7	Msnryvneer	Occupied	\$ 139,000	Vgo Annual Valuation
98	Single Detached	Rangeway	1994	3	807	Masonry	Occupied	\$ 90,000	Vgo Annual Valuation
99	Duplex	Karlo	1992	3	1031.8	Masonry	Occupied	\$ 122,500	Vgo Annual Valuation
100	Single Detached	Northampton	1994	5	1014.6	Masonry	Occupied	\$ 190,000	Vgo Annual Valuation
101	Single Detached	Spalding	1994	3	784.7	Masonry	Occupied	\$ 139,000	Vgo Annual Valuation
102	Single Detached	Mullewa	1994	4	990.1	Masonry	Occupied	\$ 43,000	Vgo Annual Valuation
103	Single Detached	Mullewa	1994	3	1012	Masonry	Occupied	\$ 43,000	Vgo Annual Valuation
104	Single Detached	Mullewa	1994	3	1012.2	Masonry	Occupied	\$ 43,000	Vgo Annual Valuation
105	Single Detached	Waggrakine	1991	4	800.4	Masonry	Void	\$ 180,000	Vgo Annual Valuation
106	Single Detached	Karlo	1998	4	800.5	Masonry	Occupied	\$ 158,000	Vgo Annual Valuation
107	Single Detached	Waggrakine	1998	4	800.7	Msnryvneer	Occupied	\$ 171,000	Vgo Annual Valuation
108	Single Detached	Karlo	1998	4	839.9	Masonry	Occupied	\$ 196,000	Vgo Annual Valuation
109	Single Detached	Waggrakine	1998	4	857.1	Msnryvneer	Occupied	\$ 226,000	Vgo Annual Valuation
110	Single Detached	Beachlands	1998	3	809.7	Masonry	Occupied	\$ 270,000	Vgo Annual Valuation
111	One Storey T/House	Wonthella	1999	2	1009	Masonry	Occupied	\$ 176,798	Vgo Annual Valuation
112	Single Detached	Wonthella	1999	3	1009	Masonry	Occupied	\$ 183,202	Vgo Annual Valuation
113	Single Detached	Rangeway	1999	4	769.7	Masonry	Occupied	\$ 99,000	Vgo Annual Valuation
114	Single Detached	Geraldton	1999	3	808.4	Msnryvneer	Occupied	\$ 203,000	Vgo Annual Valuation
115	Single Detached	Geraldton	1999	3	769.8	Msnryvneer	Occupied	\$ 213,000	Vgo Annual Valuation
116	Single Detached	Mullewa	1973	3	840.4	Asbcement	Occupied	\$ 23,000	Vgo Annual Valuation
117	Single Detached	Mullewa	1973	3	957.3	Asbcement	Occupied	\$ 24,000	Vgo Annual Valuation

118	Single Detached	Rangeway	1969	4	810.2	Asbement	Occupied	\$ 99,000	Vgo Annual Valuation
119	Single Detached	Rangeway	1965	3	882	Asbement	Occupied	\$ 90,000	Vgo Annual Valuation
120	Single Detached	Rangeway	1972	3	769.3	Asbement	Void	\$ 81,000	Vgo Annual Valuation
121	Single Detached	Tarcoola Beach	1973	3	791.2	Asbement	Occupied	\$ 203,000	Vgo Annual Valuation
122	Single Detached	Rangeway	1969	4	769.4	Asbement	Occupied	\$ 90,000	Vgo Annual Valuation

Available Category 2 Social Housing Properties

No	Dwelling Type	Suburb/Town	Year Built	Bedrooms	Lot Size	Construction Material	Occupied	Valuation	Valuation Integrity*
1	Duplex	Karlooloo	1989	3	1098.5	Masonry	Occupied	\$ 112,500	Vgo Annual Valuation
2	Duplex	Karlooloo	1989	3	1098.5	Masonry	Occupied	\$ 112,500	Vgo Annual Valuation
3	Single Detached	Waggrakine	1989	3	831.7	Masonry	Occupied	\$ 182,000	Vgo Annual Valuation
4	Single Detached	Waggrakine	1989	3	741.5	Masonry	Occupied	\$ 180,000	Vgo Annual Valuation
5	Single Detached	Karlooloo	1990	3	800.4	Masonry	Occupied	\$ 122,000	Vgo Annual Valuation
6	Single Detached	Karlooloo	1990	3	804.7	Masonry	Occupied	\$ 114,000	Vgo Annual Valuation
7	Single Detached	Karlooloo	1990	3	810.1	Masonry	Occupied	\$ 122,000	Vgo Annual Valuation
8	Single Detached	Karlooloo	1990	3	834.9	Masonry	Occupied	\$ 114,000	Vgo Annual Valuation
9	Single Detached	Utakarra	1990	3	820.4	Masonry	Void	\$ 122,000	Vgo Annual Valuation
10	Single Detached	Spalding	1990	3	750.3	Masonry	Occupied	\$ 142,000	Vgo Annual Valuation
11	Single Detached	Spalding	1990	3	800.4	Masonry	Occupied	\$ 139,000	Vgo Annual Valuation
12	Duplex	Tarcoola Beach	1991	3	966	Masonry	Void	\$ 217,500	Vgo Annual Valuation
13	Duplex	Tarcoola Beach	1991	3	966	Masonry	Occupied	\$ 217,500	Vgo Annual Valuation
14	Single Detached	Karlooloo	1992	3	762.2	Masonry	Occupied	\$ 156,000	Vgo Annual Valuation
15	Single Detached	Karlooloo	1992	3	699.5	Masonry	Occupied	\$ 156,000	Vgo Annual Valuation
16	Single Detached	Karlooloo	1992	3	684.8	Masonry	Occupied	\$ 166,000	Vgo Annual Valuation
17	Single Detached	Karlooloo	1992	3	690.4	Masonry	Occupied	\$ 156,000	Vgo Annual Valuation
18	Duplex	Wonthella	1992	3	1012.7	Masonry	Occupied	\$ 185,000	Vgo Annual Valuation
19	Duplex	Wonthella	1992	3	1012.7	Masonry	Occupied	\$ 185,000	Vgo Annual Valuation
20	Duplex	Waggrakine	1992	3	1292.9	Masonry	Occupied	\$ 147,500	Vgo Annual Valuation
21	Duplex	Waggrakine	1992	3	1292.9	Masonry	Occupied	\$ 147,500	Vgo Annual Valuation
22	Duplex	Rangeway	1992	3	1040.4	Masonry	Occupied	\$ 71,500	Vgo Annual Valuation

23	Duplex	Rangeway	1992	3	1040.4	Masonry	Occupied	\$ 71,500	Vgo Annual Valuation
24	Duplex	Karlooloo	1993	3	1008.8	Masonry	Occupied	\$ 140,000	Vgo Annual Valuation
25	Duplex	Karlooloo	1993	3	1008.8	Masonry	Occupied	\$ 140,000	Vgo Annual Valuation
26	Duplex	Beresford	1993	3	1060.1	Masonry	Occupied	\$ 177,500	Vgo Annual Valuation
27	Duplex	Beresford	1993	3	1060.1	Masonry	Occupied	\$ 177,500	Vgo Annual Valuation
28	Duplex	Karlooloo	1993	3	1003.6	Masonry	Void	\$ 90,000	Vgo Annual Valuation
29	Duplex	Karlooloo	1993	3	1003.6	Masonry	Occupied	\$ 90,000	Vgo Annual Valuation
30	Duplex	Geraldton	1993	3	1125.5	Masonry	Occupied	\$ 185,000	Vgo Annual Valuation
31	Duplex	Geraldton	1993	3	1125.5	Masonry	Occupied	\$ 185,000	Vgo Annual Valuation
32	Duplex	Karlooloo	1992	3	1031.8	Masonry	Occupied	\$ 122,500	Vgo Annual Valuation
33	Single Detached	Waggrakine	1994	3	799.6	Masonry	Occupied	\$ 220,000	Vgo Annual Valuation
34	Single Detached	Waggrakine	1994	3	800.5	Masonry	Occupied	\$ 220,000	Vgo Annual Valuation
35	Duplex	Waggrakine	1994	3	1105.2	Masonry	Occupied	\$ 175,000	Vgo Annual Valuation
36	Duplex	Waggrakine	1994	3	1105.2	Masonry	Occupied	\$ 175,000	Vgo Annual Valuation
37	Duplex	Rangeway	1994	3	1113.3	Masonry	Occupied	\$ 77,500	Vgo Annual Valuation
38	Duplex	Rangeway	1994	3	1113.3	Masonry	Occupied	\$ 77,500	Vgo Annual Valuation
39	Duplex	Rangeway	1995	3	1012.7	Masonry	Occupied	\$ 77,500	Vgo Annual Valuation
40	Duplex	Rangeway	1995	3	1012.7	Masonry	Occupied	\$ 77,500	Vgo Annual Valuation
41	Duplex	Geraldton	1995	3	1001	Masonry	Occupied	\$ 149,097	Vgo Annual Valuation
42	Single Detached	Waggrakine	1995	3	800.8	Masonry	Occupied	\$ 236,000	Vgo Annual Valuation
43	Duplex	Wandina	1996	3	1245	Masonry	Occupied	\$ 225,000	Vgo Annual Valuation
44	Duplex	Wandina	1996	3	1245	Masonry	Occupied	\$ 225,000	Vgo Annual Valuation
45	Single Detached	Spalding	1993	3	801.1	Masonry	Occupied	\$ 139,000	Vgo Annual Valuation
46	Single Detached	Sunset Beach	1989	3	800	Masonry	Occupied	\$ 255,000	Vgo Annual Valuation
47	Single Detached	Mount Tarcoola	1996	3	799.9	Masonry	Occupied	\$ 230,000	Vgo Annual Valuation
48	Single Detached	Beachlands	1998	3	727.9	Masonry	Occupied	\$ 244,000	Vgo Annual Valuation
49	Single Detached	Beachlands	1998	3	386.7	Masonry	Occupied	\$ 275,000	Vgo Annual Valuation
50	Single Detached	Mahomets Flats	1990	3	801.2	Masonry	Occupied	\$ 249,000	Vgo Annual Valuation
51	Single Detached	Northampton	1999	3	1416.7	Masonry	Occupied	\$ 160,000	Vgo Annual Valuation
52	Single Detached	Northampton	2000	3	1417.3	Masonry	Occupied	\$ 156,000	Vgo Annual Valuation
53	Duplex	Geraldton	2000	3	978.1	Masonry	Occupied	\$ 220,000	Vgo Annual Valuation

54	Duplex	Geraldton	2000	3	978.1	Masonry	Occupied	\$ 220,000	Vgo Annual Valuation
55	Single Detached	Mount Tarcoola	2000	3	800.5	Masonry	Occupied	\$ 230,000	Vgo Annual Valuation
56	Single Detached	Mount Tarcoola	2000	3	803.7	Masonry	Occupied	\$ 240,000	Vgo Annual Valuation
58	Single Detached	Mount Tarcoola	2000	3	798.4	Masonry	Occupied	\$ 220,000	Vgo Annual Valuation
65	Duplex	Geraldton	2004	3	1052.7	Masonry	Occupied	\$ 205,000	Vgo Annual Valuation
66	Duplex	Geraldton	2004	3	1052.7	Masonry	Occupied	\$ 205,000	Vgo Annual Valuation
69	Duplex	Geraldton	2004	3	1000.7	Masonry	Void	\$ 247,500	Vgo Annual Valuation
70	Duplex	Geraldton	2004	3	1000.7	Masonry	Occupied	\$ 247,500	Vgo Annual Valuation
71	Single Detached	Beachlands	2005	3	657.6	Masonry	Occupied	\$ 345,000	Vgo Annual Valuation
73	Duplex	Beachlands	2006	3	909.6	Masonry	Occupied	\$ 217,500	Vgo Annual Valuation
74	Duplex	Beachlands	2006	3	909.6	Masonry	Occupied	\$ 217,500	Vgo Annual Valuation
75	Duplex	Geraldton	2007	3	791.5	Fibrement	Occupied	\$ 222,500	Vgo Annual Valuation
76	Duplex	Geraldton	2007	3	791.5	Fibrement	Occupied	\$ 222,500	Vgo Annual Valuation
77	Single Detached	Tarcoola Beach	2007	3	809.5	Masonry	Occupied	\$ 300,000	Vgo Annual Valuation
78	Duplex	Geraldton	2008	3	730.2	Masonry	Occupied	\$ 222,500	Vgo Annual Valuation
79	Duplex	Geraldton	2008	3	730.2	Masonry	Occupied	\$ 222,500	Vgo Annual Valuation
80	Single Detached	Wandina	2008	3	612.3	Masonry	Occupied	\$ 290,000	Vgo Annual Valuation
81	Single Detached	Wandina	2008	3	714.4	Masonry	Occupied	\$ 290,000	Vgo Annual Valuation
82	Single Detached	Wandina	2008	3	660.3	Masonry	Occupied	\$ 300,000	Vgo Annual Valuation
83	Single Detached	Wandina	2008	3	653	Masonry	Occupied	\$ 290,000	Vgo Annual Valuation
84	Single Detached	Wandina	2009	3	630.3	Masonry	Occupied	\$ 290,000	Vgo Annual Valuation
85	Single Detached	Wandina	2009	3	638.2	Masonry	Occupied	\$ 290,000	Vgo Annual Valuation
86	Single Detached	Wandina	2009	3	680.3	Masonry	Occupied	\$ 290,000	Vgo Annual Valuation
87	Single Detached	Wandina	2009	3	646.3	Masonry	Occupied	\$ 290,000	Vgo Annual Valuation
88	Single Detached	Wandina	2009	3	597.4	Masonry	Occupied	\$ 275,000	Vgo Annual Valuation
89	Duplex	Beresford	2009	3	806.8	Masonry	Occupied	\$ 182,500	Vgo Annual Valuation
90	Duplex	Beresford	2009	3	806.8	Masonry	Occupied	\$ 182,500	Vgo Annual Valuation
91	Single Detached	Wandina	2010	3	680.3	Ironclad	Occupied	\$ 295,000	Vgo Annual Valuation
93	Single Detached	Wandina	2010	3	680.3	Masonry	Occupied	\$ 285,000	Vgo Annual Valuation
94	Single Detached	Wandina	2010	3	673.4	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
95	Single Detached	Wandina	2010	3	695.3	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation

96	Single Detached	Wandina	2010	3	640.3	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
97	Single Detached	Wandina	2010	3	641.5	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
98	Single Detached	Wandina	2010	3	651.4	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
99	Single Detached	Wandina	2010	3	680.3	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
100	Single Detached	Wandina	2010	3	693.4	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
101	Single Detached	Wandina	2010	3	672.4	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
102	Single Detached	Wandina	2010	3	714.4	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
103	Single Detached	Wandina	2010	3	730.4	Masonry	Occupied	\$ 290,000	Vgo Annual Valuation
104	Single Detached	Beachlands	2010	3	402.3	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
108	Single Detached	Wandina	2011	3	684.4	Masonry	Occupied	\$ 275,000	Vgo Annual Valuation
109	Single Detached	Wandina	2011	3	684.3	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
112	Duplex	Beresford	2011	3	822.1	Ironclad	Occupied	\$ 167,500	Vgo Annual Valuation
113	Duplex	Beresford	2011	3	822.1	Ironclad	Occupied	\$ 167,500	Vgo Annual Valuation
114	Single Detached	Wandina	2011	3	680.3	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
115	Single Detached	Wandina	2011	3	680.3	Masonry	Occupied	\$ 295,000	Vgo Annual Valuation
120	Duplex	Wandina	2012	3	1062.5	Masonry	Occupied	\$ 222,500	Vgo Annual Valuation
121	Duplex	Wandina	2012	3	1062.5	Masonry	Occupied	\$ 222,500	Vgo Annual Valuation
122	Duplex	Beresford	2013	3	875.7	Wboardfull	Occupied	\$ 170,000	Vgo Annual Valuation
123	Duplex	Beresford	2013	3	875.7	Wboardfull	Occupied	\$ 170,000	Vgo Annual Valuation
124	Single Detached	Beachlands	2012	3	402.3	Masonry	Occupied	\$ 280,000	Vgo Annual Valuation
125	Single Detached	Wonthella	2012	3	1012.6	Masonry	Occupied	\$ 280,000	Vgo Annual Valuation

Available GROH Properties

No	Dwelling Type	Suburb/ Town	Year Built	Bedrooms	Lot Size	Construction Material	Occupied	Valuation	Valuation Integrity
1	Single Detached	Geraldton	2009	3	443.8	Masonry	Void	270000	Vgo Annual Valuation
2	Single Detached	Geraldton	2010	4	662.2	Masonry	Occupied	320000	Vgo Annual Valuation
3	Duplex	Mullewa	2010	3	910.2	Transport	Occupied	97984	Vgo Annual Valuation
4	Duplex	Mullewa	2010	2	910.2	Transport	Occupied	92016	Vgo Annual Valuation
5	Single Detached	Northampton	2011	3	1000.5	Ironclad	Occupied	260000	Vgo Annual Valuation
6	Single Detached	Northampton	2011	4	1000.5	Ironclad	Occupied	275000	Vgo Annual Valuation

7	One Storey T/House	Geraldton	2012	2	13096.6	Concretefm	Occupied	235000	Vgo Annual Valuation
8	One Storey T/House	Geraldton	2012	2	13096.6	Concretefm	Occupied	235000	Vgo Annual Valuation
9	One Storey T/House	Geraldton	2012	2	13096.6	Concretefm	Occupied	235000	Vgo Annual Valuation
10	One Storey T/House	Geraldton	2012	2	13096.6	Concretefm	Occupied	235000	Vgo Annual Valuation
11	Single Detached	Drummond Cove	2013	4	610.6	Masonry	Void	420000	Vgo Annual Valuation
12	Single Detached	Drummond Cove	2013	4	654.2	Masonry	Occupied	400000	Vgo Annual Valuation
13	Single Detached	Northampton	2014	4	935	Fibrecream	Occupied	280000	Vgo Annual Valuation
14	Single Detached	Mullewa	2015	4	891	Transport	Occupied	155000	Vgo Annual Valuation
15	Single Detached	Mullewa	2015	4	919	Transport	Occupied	155000	Vgo Annual Valuation
16	Single Detached	Mullewa	2015	3	938	Transport	Occupied	95000	Vgo Annual Valuation
17	One Storey T/House	Mullewa	2015	4	3,228	Transport	Occupied	Tba	Vgo Annual Valuation
18	One Storey T/House	Mullewa	2015	4	3,228	Transport	Occupied	Tba	Vgo Annual Valuation
19	One Storey T/House	Mullewa	2015	4	3,228	Transport	Occupied	Tba	Vgo Annual Valuation
20	Single Detached	Wandina	2010	4	689	Masonry	Occupied	330000	Vgo Annual Valuation

* Vgo Annual Valuation means the valuation of each property provided by the Valuer General's Office and recorded in the Department of Communities' system records as at 2 July 2019.

Annexure B – Special Conditions of Sale

1. Conditions Precedent and Possession

- 1.1 This Contract is subject to and conditional upon:
- (a) approvals (if any) required under the *Housing Act 1980* or the *Government Employees' Housing Act 1964* being obtained by the Seller (which approvals may be granted or refused) within 60 days of the date of acceptance of this offer; and
 - (b) the Buyer and Seller executing a lease of the Property (**Lease**).
- 1.2 Clause 1.1(a) is for the sole benefit of the Seller and may only be waived by the Seller in its sole and absolute discretion.
- 1.3 Clause 1.1(b) is for the benefit of the Seller and the Buyer and may only be waived in writing by the Seller and the Buyer.
- 1.4 If a condition in clause 1.1 is not satisfied by the date which is 60 days of the date of acceptance of this offer (or by such other date as agreed in writing), then this Contract comes to an end, the Seller must refund any Deposit which may have been paid to the Buyer and neither Party has any rights against the other in relation to this Contract.
- 1.5 If the conditions in clause 1.1 are satisfied, then within 7 days of such satisfaction:
- (a) the Buyer will pay the Deposit to the Seller; and
 - (b) the Seller will give the Buyer possession of the Property in accordance with the Lease.

2. Buyer Declaration

- 2.1 As at the date of submitting this offer to purchase the Property, the Buyer is not an employee or contractor engaged by the Housing Authority, Department of Housing or the Department of Communities.

Buyer/s to sign that the declaration in the above clause 2.1 is TRUE

3. Variation of 2018 General Conditions

- 3.1 The Buyer and Seller agree that the 2018 General Conditions are varied as follows:
- (a) in general condition 1.10(a), the words “the Buyer is entitled to the interest” are deleted and replaced with “the Seller is entitled to the interest” and in general condition 1.10(b) the words “the Buyer” appearing twice are deleted and replaced with “the Seller”;
 - (b) general condition 2.7 is deleted;
 - (c) general conditions 4.2 and 4.5 are deleted;
 - (d) general condition 5.1(b) is deleted;
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- (e) general conditions 6.7 to 6.10 (inclusive) are deleted;
 - (f) general condition 8 is deleted;
 - (g) general conditions 9 and 10 are deleted;
 - (h) general conditions 14.1 and 14.3 to 14.10 (inclusive) are deleted;
 - (i) general conditions 15.3 to 15.5 (inclusive) are deleted;
 - (j) general condition 18 is deleted;
 - (k) any references elsewhere in the General Conditions to those general conditions referred to in special conditions 3.1(b) to (j) inclusive above (if any such references exist) are deleted;
 - (l) a new general condition 7.1(c) is inserted as follows:
 - “(c) The Buyer indemnifies and shall indemnify the Seller in respect of all losses, costs, expenses and charges which may be suffered or incurred by the Seller either directly or indirectly as a result of the failure by the Buyer to pay the Buyer’s proportion of any Outgoings in accordance with general condition 7.2. Settlement of the Property by the Seller shall not be construed as a waiver by the Seller of this indemnity and the Buyer’s indemnity in this clause shall survive the Settlement of the Property.”
- 3.2 Words and expressions which are defined in the General Conditions have the meanings therein ascribed.
- 3.3 To the extent that there is any inconsistency between any of these special conditions and the General Conditions, these special conditions shall prevail.

4. Acknowledgements and Covenants

- 4.1 The Buyer represents and warrants to the Seller that the Buyer has:
- (a) inspected, or had the opportunity to inspect;
 - (b) undertaken, or had the opportunity to undertake, due diligence investigations of;
and
 - (c) made all enquiries as the Buyer saw fit with respect to:
the Property, any improvements erected or installed thereon and the Land, and that the Buyer buys the Property in the condition it is in as at the Contract Date.
- 4.2 The Buyer agrees that the Buyer is satisfied and shall for all purposes be taken to be satisfied:
- (a) by enquiry to relevant Authorities as to:
 - (i) the zoning of the Property;
 - (ii) any planning restrictions or other restrictions that may be imposed on the use(s) to which the Property can be put;
 - (iii) the fitness and suitability of the Property (and any improvements thereon) for any particular purpose or use;
 - (iv) any development which may take place on the Property;
 - (v) the location of the boundaries of the Property;
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- (vi) any improvements approved for construction on the Property; and
 - (vii) the status of compliance with the requirements of any law applicable to the Property; and
- (b) by inspection as to:
- (i) the nature, quality and state of repair and condition of the Property and all improvements thereon (if any);
 - (ii) the type and manner of construction of all improvements on the Property (if any);
 - (iii) the location of all boundaries, retaining walls, fences and services on or within the Property;
 - (iv) the nature and type of any services connected to the Property;
 - (v) any patent or latent defect in the Property whatsoever;
 - (vi) the value of the Property;
 - (vii) any financial return or income which may be able to be derived from the Property; and
 - (viii) all other matters or things whatsoever relating to the Property (and the Seller's title thereto).
- 4.3 The Buyer acknowledges and agrees that:
- (a) it has entered into this Contract in reliance solely on its inspection of the Property and has not relied on any brochures, plans, illustrations, photographs and other marketing or similar material provided by or on behalf of the Seller;
 - (b) the neighbouring properties to the Property may form part of the Seller's rental or sale programs; and
 - (c) the Seller reserves the right, in its absolute discretion, to lease or sell those neighbouring properties within its programs and gives no warranty or commitment to the Buyer to make any unsold properties available for private usage in the future.
- 4.4 This Contract and the Annexures together constitute the entire agreement between the parties with respect to the subject matter of this Contract and contain all of the representations, warranties, covenants and agreements of the Parties in relation to the subject matter of this Contract as at the Contract Date.
- 4.5 Each Party acknowledges that it has not relied on any oral statement, representation, undertaking, covenant or agreement made before the date of this Contract relating to the subject matter of this Contract and not contained in this Contract or an Annexure to this Contract.
- 4.6 Without limiting clause 4.5, the Seller makes no representation or warranty as to whether, or not, any asbestos products may be present in the Property, and it is agreed that under no circumstances shall the Seller have any liability to the Buyer, or any person claiming under or through the Buyer, for any liability, loss or damage suffered or incurred by the Buyer or any third party, or any harm or injury to or death of any person, caused or contributed to by the presence of any asbestos products at or in the Property.
- 4.7 To the extent permitted by law, the Buyer agrees that the Property is sold "as is, where is" and with all faults and defects (including, but not limited to, any defect in title)
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existing therein or thereon, whether they are apparent or ascertainable on inspection or not, and without any obligation on the Seller to disclose or particularise any faults or defects known to it, and the Seller shall not be liable under any circumstances to make an allowance or pay compensation to the Buyer for any fault, defect or damage to the Property, nor shall the Purchase Price be reduced thereby.

- 4.8 The Buyer agrees that it is wholly its responsibility to make enquiries in determining whether or not the Property has been connected to deep sewerage and that all costs and expenses (if any) that may be charged by the Water Corporation or other relevant Authority in relation to any connection of the Property to deep sewerage (if such connection is not in place as at the Contract Date) will be at the Buyer's expense (and this will be the case notwithstanding that the Seller has or may have already agreed to, or been obliged to, complete the deep sewerage connection as at the Contract Date).

5. Payment of Purchase Price

- 5.1. The Buyer must pay the Purchase Price by:
- (a) paying the Deposit (being an amount equal to 10% of the Purchase Price) in accordance with clause 1.5; and
 - (b) paying the balance of the Purchase Price in instalments in the following manner:
 - (i) \$ [insert] (being an amount equal to 10% of the Purchase Price) to be paid on or before the date which is no later than the four (4) year anniversary of the Contract Date;
 - (ii) [insert] (being an amount equal to 80% of the Purchase Price) to be paid on the date of Settlement.
- 5.2. Despite any other provision of this Contract, the Seller is not obliged to effect Settlement unless the Buyer has complied with its obligations under clause 5.1 above,
- 5.3. All payments to the Seller pursuant to this clause 5 must be made without any set-off, counterclaim or condition.

6. Settlement Date

- 6.1 Settlement is to be effected at the offices of the Seller at 99 Plain Street, East Perth, or such other address as agreed by the Parties, on the date that is the [insert] anniversary of the Contract Date (or such other period agreed in writing).

7. Encumbrances

- 7.1 The Seller notifies the Buyer that the Property is sold subject to any Encumbrance noted on a title search for the Land at the Contract Date, except for any mortgage, charge or other encumbrance notifying of a security interest or any caveat.
- 7.2 The Buyer is not entitled to make any objection, any claim for a reduction in the Purchase Price or claim for compensation arising from the matters specified in clause 7.1.

8. Risk

- 8.1 Notwithstanding any rule of law or equity to the contrary, the Property is at the risk of the Buyer from the Contract Date in all respects (including, without limitation, in respect of any damage to or destruction thereof or other events affecting the value of the Property) and in respect of any requirement or demand made between the Contract Date and the date the Buyer is given possession of the Property by any Authority in respect of the Property or arising out of the ownership thereof. If any such requirement or demand is made, the Buyer shall indemnify the Seller against all liability and costs in respect thereof.
- 8.2 If the Property is destroyed or damaged prior to Settlement, that damage or destruction does not affect the Buyer's liability under this Contract.

9. General

- 9.1 The Buyer is satisfied and shall be deemed to have satisfied itself:
- (a) that any and all buildings, fences and other improvements are on the Property and as to the condition and state of repair of them; and
 - (b) as to any matters concerning rights of adjoining owners or occupiers, rights of way and liability to contribute to or maintain fences.
- 9.2 Further to clause 9.1, the Buyer acknowledges and agrees that the Seller shall not be responsible for any costs or expenses of, or associated with, the construction of any dividing fence between the Land and any adjoining land (whether arising under the *Dividing Fences Act 1961* or otherwise and irrespective of when the said obligation shall arise), which costs and expenses shall be the sole responsibility of the Buyer and, for the avoidance of doubt, the Buyer may not make any claim or demand against the Seller in respect of any of the matters referred to in this special condition and has made and relied on the Buyer's own enquiries in relation to these matters.

10. GST

- 10.1 In this clause:
- (a) words or expressions used which are defined in *the A New Tax System (Goods and Services Tax) Act 1999* (Cth) ('**GST Act**') have the same meaning in this clause;
 - (b) in addition to the definition of 'GST' in the GST Act, any reference to 'GST' also includes any voluntary or notional GST equivalent payments a Party is obliged to make under or in relation to the State Entities (Payments) Act 1999 (WA) or any successor legislation ('SEP Act');
 - (c) **Recipient** means the Party acquiring the relevant supply; and
 - (d) **Supplier** means the Party making the relevant supply.

GST – General Provisions

- 10.2 The Parties acknowledge and agree that the Purchase Price is exclusive of GST.
- 10.3 If the Supplier makes a supply under or in connection with this Contract on which GST is imposed, in whole or in part (not being a supply the consideration for which is specifically described in this Contract as inclusive of GST) then:
-

- (a) the consideration payable or to be provided for that supply under this Contract but for the application of this clause ('**GST exclusive consideration**') is increased by, and the Recipient of the supply must also pay to the Supplier, an amount equal to the GST payable on the supply ('**GST Amount**'); and
 - (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided, subject to the Supplier giving the Recipient a tax invoice in respect of that taxable supply.
- 10.4 If a payment to a Party under this Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party, or the representative member of a GST group of which that Party is a member, is entitled for that loss, cost or expense.
- 10.5 If an adjustment event arises in respect of a supply made under or in connection with this Contract, then:
- (a) the Supplier must issue an adjustment note to the Recipient within 7 days of the adjustment event occurring or otherwise as soon as it becomes aware of the adjustment event, outlining the revised amount of GST payable in respect of that supply ('**Corrected GST Amount**');
 - (b) if the Corrected GST Amount is less than the previously attributed GST Amount, the Supplier shall refund the difference to the Recipient within 15 days of the adjustment note being issued by the Supplier; and
 - (c) if the Corrected GST Amount is greater than the previously attributed GST Amount, the Recipient shall pay the difference to the Supplier within 15 days of the adjustment note being issued by the Supplier.
- 10.6 Rights under this clause 10 continue after Settlement, and do not merge upon Settlement.

GST Withholding Provisions

- 10.7 The Buyer warrants that:
- (a) it is or will be registered for GST at the Settlement Date; and
 - (b) it is acquiring the Property for a creditable purpose, and this intention will remain at the Settlement Date.
- 10.8 If the Buyer is unable to give either of the above warranties at clause 10.7, it must immediately notify the Seller as soon as it becomes aware of its inability to give the warranties.
- 10.9. In light of the above warranties given at clause 10.7, the Parties acknowledge and agree that the GST law as amended by the Treasury Laws Amendment (2018 Measures No. 1) Act 2018 should not apply to require the Buyer to withhold an amount from the Purchase Price on account of any GST withholding obligations.
-

11. Lease

- 11.1 Subject to clause 1.5, the Parties will enter into the Lease annexed to these Annexure B Special Conditions as **Attachment 1**.
- 11.2. For the avoidance of doubt, termination of the Lease at Settlement shall not affect the rights and obligations of the Parties arising or accruing under Lease prior to Settlement, including the Buyer’s obligation to pay rent up to and including the date of Settlement.
- 11.3 The Buyer’s occupation of the Property prior to Settlement shall be governed by the Lease and this Contract shall not affect the Buyer’s nor the Seller’s rights and obligations under the Lease including, but not limited to, the Buyer’s rights to occupy the Property prior to Settlement, the Buyer’s obligations to insure the Property and to obtain prior approval of the Seller to certain actions and works.

12. Costs

- 12.1 The Buyer must pay all stamp duty, registration fees and settlement fees associated with or incidental to this Contract.
- 12.2 Any Party in default shall pay all costs incurred by the other Party in respect of such default and notices relating thereto and if Settlement subsequently occurs such costs and expenses shall be payable at Settlement.

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<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> HOUSING AUTHORITY	/ /		

**ATTACHMENT 1 TO ANNEXURE B –
LEASE**

Annexure C – Property Description

The Property to be sold by the Seller to the Buyer under the Contract is the land described as lot [insert] on the **attached** deposited plan [insert] and being the whole of the land contained within certificate of title volume [insert] folio [insert].

_____/ /
BUYER

_____/ /
HOUSING AUTHORITY

**ATTACHMENT 1 TO ANNEXURE C –
DEPOSITED PLAN**



**Annexure D – Standard Department of Communities GROH Residential
Tenancy Agreement**

**GROH RESIDENTIAL TENANCY AGREEMENT
(LEASE FROM PRIVATE OWNER)**

Warning: By virtue of Regulations 5AB(b) and 7F of the Residential Tenancies Regulations 1989, sections 27A and 82 of the Residential Tenancies Act 1987 do not apply to this agreement. As a result, this agreement is not required to be in the form prescribed by the Residential Tenancies Regulations 1989 and Parts A and B of this agreement differ in some respects from the form prescribed. Part C of this agreement contains additional terms not found in the prescribed form.

PART A

This agreement is made between:

LESSOR [insert name of lessor(s) and contact details]

[name of lessor(s)] _____

[lessor(s) contact details] ADDRESS: _____

TELEPHONE (Optional): _____ EMAIL (Optional) : _____

and

Tenant

The Housing Authority, acting through the Government Regional Officers' Housing (GROH) program, of 203 Nicholson Road, Shenton Park, Western Australia

Lessor's property manager

[insert name of lessor's property manager (if any) and contact details]

[name of lessor(s) property manager] _____

[lessor(s) property manager's contact details] ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

Giving of notices and information by electronic means

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the *Electronic Transactions Act 2011*.

Lessor

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

Tenant

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

Lessor's property manager

Email: Yes No Facsimile: Yes No

[insert email address or facsimile number if different from contact details above]

Indicate below whether the lessor agrees to rent remittance notices and information being given by email.

Email: Yes No

[insert email address if different from contact details above]

Note: If you agree to receive rent remittance notices by email, paper copies of the same will not be issued.

TERM OF AGREEMENT

(* delete as appropriate)

* This residential tenancy agreement is **periodic** - starting on [insert date].

* This residential tenancy agreement is **fixed** - starting on [insert date]; and ending on [insert date].

Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.

RESIDENTIAL PREMISES

The residential premises are [insert address] _____ and include/exclude (* delete as appropriate):

[include any additional matters, such as a parking space or furniture provided, or any exclusions, such as sheds]

MAXIMUM NUMBER OF OCCUPANTS

Not applicable

RENT

The rent is [insert amount] \$ _____ per week payable at least one week in advance starting on [insert date] _____.

Note: Notwithstanding the above, the Tenant may, in its absolute discretion, opt to pay the rent fortnightly or monthly in advance. If the rent is paid monthly in advance, then the amount of rent payable shall be determined by dividing the rent per week by 7 (to equal a rent payable per day), rounded to 3 decimal places and then multiplied by the number of days in the respective month. Note: this means that the rent payable per month will differ depending on the number of days in the month.

The method by which the rent must be paid is:

- (a) by cheque; or
- (b) into the following account or any other account nominated by the lessor:

BSB number: _____
 account number: _____
 account name: _____
 payment reference: _____

- or
- (c) as follows: Not applicable

SECURITY BOND

A security bond of [insert amount] \$_____ and a pet bond of [insert amount] \$_____ must be paid by the tenant on signing this agreement.

Note: Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of cleaning of the premises but only if the tenant fails to arrange for cleaning in accordance with clause 67

RENT INCREASE

Rent will be reviewed at the times and in the manner set out in clause 56 of Part C.

WATER SERVICES

Is scheme water connected to the premises? Yes No

Note: If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay [insert amount] of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises? Yes No

ELECTRICITY, GAS AND OTHER UTILITIES

Indicate for the utilities below whether or not the premises are separately metered:

Electricity Yes No

Gas Yes No

Water Yes No

Other (please specify) _____

Subject to clause 58 of Part C, where the premises are **separately** metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

Subject to clause 58 of Part C, where the premises are **not separately** metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:

- Electricity: [insert method of calculation]
- Gas: [insert method of calculation]
- Water: [insert method of calculation]
- Other (please specify): [insert method of calculation]

STRATA BY-LAWS

Strata by-laws ARE/ARE NOT* (*delete as appropriate) applicable to the residential premises. A copy of the by-laws are attached:
 Yes No

PETS

The tenant may keep a pet or pets of any type at the residential premises.

RIGHT OF TENANT TO ASSIGN OR SUB-LET

The tenant may assign the tenant's interest under this agreement and/or sub-let the premises (without being required to obtain the consent of the lessor).

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES

The tenant may affix any fixtures or fittings to the premises (without being required to obtain the lessor's written permission).

Subject to the preceding paragraph, the tenant may only make any renovation, alteration or addition to the structure of the premises with the lessor's written permission.

PROPERTY CONDITION REPORTS

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the date on which this agreement starts.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant and subtenant must be given a reasonable opportunity to be present at the final inspection.

PART B**STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS**

Subject to clause 36, the *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement. Both the lessor and the tenant must comply with these laws. Some of the rights and obligations in that legislation are outlined below.

RIGHT TO OCCUPY THE PREMISES

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

COPY OF AGREEMENT

2. The lessor or the property manager must give the tenant:
 - 2.1 a copy of this agreement when this agreement is signed by the tenant; and
 - 2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

RENT

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.

5. The lessor or property manager must not:
 - 5.1 require the tenant to pay rent by post-dated cheque; or
 - 5.2 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
 - 5.3 require the tenant to pay any monetary amount other than rent, security bond and pet bond.
6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

PUBLIC UTILITY SERVICES

10. **Public utility services** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify:
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify:
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

15. The lessor must:
 - 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
 - 15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.

17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

18. The tenant must:
- 18.1 use the premises as a place of residence; and
 - 18.2 not use or allow the premises to be used for any illegal purpose; and
 - 18.3 not cause or permit a nuisance; and
 - 18.4 not intentionally or negligently cause or permit damage to the residential premises; and
 - 18.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
 - 18.6 keep the premises in a reasonable state of cleanliness; and
 - 18.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
 - 18.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

20. In this clause, **premises** include fixtures and chattels provided with the premises but does not include:
- 20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
 - 20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
21. The lessor must:
- 21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
 - 21.2 maintain and repair the premises in a timely manner; and
 - 21.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs.

Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Repairs that are necessary to supply or restore an essential service must be completed by a suitable repairer within 24 hours of notification to the lessor of the need for the repairs. Other urgent repairs are those that are not an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. These repairs must be completed within 48 hours of notification to the lessor of the need for the repairs.

In addition, it is a requirement of this agreement that repairs that are necessary to remove or address a serious safety issue (including without limitation the repair or replacement of defective or non-operational smoke alarms and residual current devices) (hereinafter called "**Emergency Repairs**") must be completed by a suitable repairer within 8 hours of notification to the lessor of the need for those repairs.

"**Routine Repairs**" are repairs which are neither Emergency Repairs or Urgent Repairs and shall include, if any new legislation (including subsidiary legislation) is introduced which requires residential premises (or a class of residential premises within which the premises falls) to meet certain requirements or to have installed within them certain devices (including, without limitation, those relating to safety), the doing of those works which are necessary to meet those requirements and/or the installation of those devices (irrespective of the timeframe within which such matters are required to be done under the applicable legislative provision).

23. In every tenancy, if the need for repair arises other than as a result of a breach of the agreement by the tenant:

- 23.1 the tenant is to notify the lessor or the property manager of the need for repairs as soon as practicable; and
- 23.2 the lessor is to ensure that the repairs are carried out and completed by a suitable repairer within 8 hours (in the case of Emergency Repairs), 24 hours (in the case of urgent repairs for the supply or restoration of essential services), 48 hours (in the case of other urgent repairs) or 28 days (in the case of Routine Repairs) after that notification; and
- 23.3 if, within 8 Hours (in the case of Emergency Repairs), 24 hours (in the case of urgent repairs for the supply or restoration of essential services), 48 hours (in the case of other urgent repairs) or 28 days in the case of Routine Repairs, the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer within the applicable period referred to in clause 23.2, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
- 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

The lessor agrees that any breach by it of its obligations under this clause 23 will be and be deemed to be a breach of this agreement, which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the *Residential Tenancies Act 1987*. Nothing in this paragraph limits any right of termination which the tenant may have under clause 64 consequent upon a breach by the lessor of its obligations under this clause 23

LESSOR'S ACCESS TO THE PREMISES

- 24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
 - 24.1 in any case of emergency;
 - 24.2 to conduct up to 4 routine inspections in a 12-month period after giving the tenant at least 7 days, but not more than 14 days', written notice;
 - 24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
 - 24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
 - 24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry;
 - 24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
 - 24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
 - 24.8 if the tenant agrees at, or immediately before, the time of entry.
- 25. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

- 26. **Reasonable time** means:
 - 26.1 between 8.00 am and 6.00 pm on a weekday; or
 - 26.2 between 9.00 am and 5.00 pm on a Saturday; or
 - 26.3 at any other time agreed between the lessor and each tenant.

REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR

- 27. The lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

- 28. Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 pm.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

30. The lessor or property manager exercising a right of entry:
- 30.1 must do so in a reasonable manner; and
 - 30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods (including the goods of any subtenant or householder residing in the premises) when exercising a right of entry, the lessor is obliged to compensate the tenant (or the subtenant or the householder, as the case may be).

ALTERATIONS AND ADDITIONS TO THE PREMISES

32. If the tenancy agreement allows the tenant to affix a fixture or fitting or make a renovation, alteration or addition to the premises, then:
- 32.1 the tenant must obtain permission from the lessor prior to making any renovation, alteration or addition to the premises (subject to and provided that, as set out in Part A, the tenant does not need to obtain permission from the lessor to affix any fixtures or fittings to the premises, and may do so at any time in its discretion) ; and
 - 32.2 the tenant may (at any time, at its election) (and must at the end of this agreement if requested to do so by the lessor) remove any fixtures or fittings attached by the tenant and make good any damage; and
 - 32.3 notify the lessor of any damage caused by removing any fixtures or fittings and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
 - 32.4 where required under clause 32.1, the lessor must not unreasonably refuse permission for the installation of an alteration, addition or renovation by the tenant.
33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
 - 33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

LOCKS AND SECURITY DEVICES

34. The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
 - 34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other or except in accordance with clause 34.4; and
 - 34.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 34.2; and
 - 34.4 a tenant, or a person to whom the tenant has assigned their interest under this agreement or sub-let the premises to, may alter or add any lock or other means of securing the residential premises in accordance with the *Residential Tenancies Act 1987* section 45(2)(a), and the tenant and lessor must comply with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other mean of securing the residential premises

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The tenant may assign his or her interest and/or sub-let the premises without being required to obtain the lessor's consent.

CONTRACTING OUT

36. The Housing Authority, pursuant to Regulation 7F of the *Residential Tenancies Regulations 1989*, expressly contracts out of each and every provision of the *Residential Tenancies Act 1987* that is inconsistent with an express or implied provision

of this agreement and the parties hereby agree that all such provisions (to the extent of such inconsistency) are hereby excluded from this agreement.

Note: S.82 of the *Residential Tenancies Act 1987* provides that any agreement or arrangement that is inconsistent with a provision of the *Residential Tenancies Act 1987* or purports to exclude, modify or restrict the operation of the *Residential Tenancies Act 1987* is to that extent void and of no effect. However, Regulation 7F of the *Residential Tenancies Regulations 1989* provides that s.82 of the *Residential Tenancies Act 1987* does not apply to a residential tenancy agreement to which the Housing Authority is a party, where the agreement provides that the tenant may sublet the premises and where the agreement is entered into by the Housing Authority on the basis that the premises will be sublet. This agreement is an agreement of the type referred to in Regulation 7F and, accordingly, s.82 of the *Residential Tenancies Act 1987* does not apply to this agreement.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 38.1 remove all the tenant's goods from the residential premises; and
 - 38.2 leave the residential premises as closely as possible in the same condition, fair wear and tear and any damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 62 excepted, as at the commencement of the tenancy; and
 - 38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED-TERM AGREEMENT

40. If this agreement is a fixed-term agreement it may be ended:
- 40.1 by agreement in writing between the lessor and the tenant; or
 - 40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

ENDING A PERIODIC AGREEMENT

41. If this agreement is a periodic agreement it may be ended:
- 41.1 by agreement in writing between the lessor and the tenant; or
 - 41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 65 days' notice and the tenant must give at least 20 days' notice.

OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. Additionally, if this agreement is periodic, then the lessor may end this agreement on the sale of the residential premises (but otherwise the lessor agrees to make the sale of the residential premises subject to this agreement). The grounds for the tenant to end this agreement include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.

In addition to the grounds set out in *Residential Tenancies Act 1987*, the lessor and the tenant agree that this agreement may be terminated by the tenant in accordance with clause 65 of Part C.

43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection.
44. **Warning:**
- 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates

Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.

44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that where the lessor or the property manager applies to the Bond Administrator for the release of the security bond at the end of the tenancy, the lessor or property manager will provide the tenant with evidence to support the amount claimed.
47. The Bond Administrator can only release the security bond when it receives either:
 - 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
 - 47.2 an order of the court.
48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:
 - 50.1 the person is a named tenant on the residential tenancy agreement; and
 - 50.2 the residential tenancy agreement has been terminated; and
 - 50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF COMMERCE

51. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Commerce may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
52. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Commerce. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

53. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
 - 53.1 restraining any action in breach of the agreement; and
 - 53.2 requiring a party to the agreement to perform a certain action under the agreement; and
 - 53.3 order the payment of any amount owing under the agreement; and
 - 53.4 order the payment of compensation for loss or injury.

PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the *Fair-Trading Act 2010*; and
- (d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*. HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

ADDITIONAL TERMS:

54. Definitions

In this Part C of this agreement:

- (a) "Act" means the *Residential Tenancies Act 1987*;
- (b) "Fair Market Rent" means the market rent currently being paid for a commensurate property in a similar location to the residential premises determined as follows:
 - (i) having regard to the current rents of comparable premises in the vicinity of the residential premises;
 - (ii) having regard to the terms of this agreement;
 - (iii) assuming the lessor is a willing but not anxious landlord and the tenant is a willing but not anxious tenant and that the tenant is being offered the residential premises with vacant possession;
 - (iv) taking no account of any value attaching to goodwill created by the tenant's occupation of the residential premises; and
 - (v) having regard to all other relevant valuation principles;
- (c) "Further Term" means the further period(s) (if any) specified in item 1 of the Schedule to this Part C;
- (d) "GEH Act" means the *Government Employees' Housing Act 1964*;
- (e) "Rent Review Dates" means the dates specified in item 2 of the Schedule to this Part C;
- (f) "Valuer" means a registered valuer who is a full member of the Western Australian Division of the Australian Institute of Valuers and Land Economists (Inc.) and who is qualified as a valuer of premises similar to the residential premises.

55. Use of Premises

- (a) The lessor acknowledges and agrees that the tenant will be using the residential premises for the provision of rental accommodation under the GEH Act.
- (b) Further to Part A "Right of Tenant to Assign or Sublet" and clauses 35 and 55(a), the tenant may sub-let the residential premises (without the consent of the lessor) and the tenant enters into this agreement on the basis that it will be subletting the residential premises.

- (c) The lessor must not at any time initiate any contact whatsoever with any person to whom the tenant sublets the residential premises (or any part or parts thereof) unless such contact is necessary for the lessor to undertake his, her or their obligations under this agreement including, without limitation, carrying out repairs pursuant to clause 24 in Part B and undertaking routine property inspections pursuant to clause 64 in Part C.

56. Review of Rent

Note: the comments contained in this dialogue box are intended to assist the parties to understand clause 56. The comments do not form an operative part of this agreement

Clause 56(a)-(l) sets out the process for the review of market rent. It provides (among other things) that prior to the review date either party can propose a new rent which the other party can either accept or dispute. If the parties cannot agree, a valuer will determine the new rent.

The new rent is payable from the review date. However, if the parties have not determined the new rent by the review date the current rent will continue to be paid until the new rent is determined. Once the new rent is determined there will be an adjustment for any difference between the rent which was paid from the review date and the new rent which should have been paid from the review date (such that any overpayment is repaid and any underpayment paid). The new rent will continue to apply and be payable thereafter.

- (a) On each Rent Review Date, the rent which is payable under this agreement shall, subject to clauses 56(b), (g), (j) and (k), be reviewed with effect from that Rent Review Date to the next Rent Review Date by agreement between the lessor and the tenant or, failing agreement, the rent is to be the Fair Market Rent of the residential premises to be determined in the manner set out in clauses 56(b) to 56(k) inclusive.
- (b) Not more than 60 days prior to each Rent Review Date either the lessor or the tenant ("the Initiating Party") may give to the other ("the Recipient Party") a notice in writing ("the Proposed Rent Notice") stating the rent the Initiating Party proposes should be payable from that Rent Review Date ("the Proposed Rent"). If neither the lessor nor the tenant serves on the other a Proposed Rent Notice on a date which is prior to the Rent Review Date, then neither the lessor nor the tenant shall have the right to give a Proposed Rent Notice and this clause 56 shall cease to apply in respect of that Rent Review Date and the rent from that Rent Review Date until the next Rent Review Date will be the same as the rent for the 12 months prior to that Rent Review Date.
- (c) If the Recipient Party disagrees with the Proposed Rent, the Recipient Party is entitled to give the Initiating Party a notice in writing objecting to it (a "Dispute Notice") within 30 days after the date the Initiating Party gives the Proposed Rent Notice.
- (d) If the Recipient Party does not give the Initiating Party a Dispute Notice within the time period specified in clause 56(c) (time being of the essence) the Recipient Party is to be taken to have agreed to the Proposed Rent.
- (e) If the Recipient Party gives the Initiating Party a Dispute Notice within the time specified in clause 56(c), and the parties cannot successfully negotiate and agree the rent which is to be payable from the Market Rent Review Date, then the Fair Market Rent of the residential premises is to be determined by a Valuer (acting as an expert and not as an arbitrator) jointly appointed by the lessor and the tenant or failing agreement in the manner specified in clause 56(f).
- (f) If the lessor and the tenant do not agree on the Valuer to be appointed under clause 56(e) above within 14 days after the Dispute Notice is given the Fair Market Rent of the residential premises is to be determined by a Valuer (acting as an expert

and not an arbitrator) appointed by the President of the Australian Property Institute (Inc) at the request of either the lessor or the tenant.

- (g) If no Valuer has been appointed by agreement or under clause 56(f) within 60 days after the Rent Review Date, this clause 56 shall cease to apply in respect of that Rent Review Date and the rent from that Rent Review Date until the next Rent Review Date will be the same as the rent for the 12 months prior to that Rent Review Date.
- (h) Any determination of the Fair Market Rent of the residential premises by a Valuer is conclusive and binds the lessor and the tenant.
- (i) The lessor and the tenant shall each be liable for the payment of one half of the charges of any Valuer appointed under this clause and if either the lessor or tenant pay the full cost of such valuation they will be immediately entitled to recover half of the charges of the Valuer from the non-contributing party as a debt owed.
- (j) Until the annual rent from a Rent Review Date is agreed or determined under this clause ("the New Rent"), the tenant shall pay to the lessor a rental equivalent to the rent payable immediately prior to the Rent Review Date. The New Rent shall apply from, and including, the Rent Review Date.
- (k) If the New Rent is:
 - (i) more than the rent payable immediately prior to the Rent Review Date then any further sum required to be paid by the tenant shall be paid in full to the lessor immediately that sum is known.
 - (ii) less than the rent payable immediately prior to the Rent Review Date then any further sum required to be paid by the lessor shall be paid in full to the tenant immediately that sum is known.
- (l) For the avoidance of any doubt, the further sum referred to in clause 56(k) above is a debt owed and can be recovered immediately.
- (m) In this clause 56, if a day on or by which an obligation must be performed falls on a Saturday or Sunday or public holiday in Western Australia, then the parties agree that the day by which that obligation must be performed will be the first business day immediately following that particular Saturday, Sunday or public holiday.

57. Option to renew

- (a) If:
 - (i) prior to the expiry of the then current term of this agreement this agreement has not been terminated; and
 - (ii) the tenant at least one (1) month but not earlier than six (6) months prior to the expiry of the then current term of this agreement gives the lessor notice to renew the current term of this agreement for the next succeeding Further Term,

the lessor shall grant to the tenant a lease of the residential premises for the next succeeding Further Term at the rent and on the terms and conditions of this agreement (other than the right of renewal for that next succeeding Further Term, which shall be expressly excluded).
- (b) If the tenant is granted a lease of the residential premises for a Further Term, the lessor and the tenant will at the tenant's request promptly sign a deed of extension of lease prepared by the tenant's solicitors.

58. Public Utility Services

- (a) Notwithstanding anything to the contrary in Part A, "Electricity, Gas and other Utilities" or clauses 10 to 14 of Part B of this agreement the lessor covenants and agrees that he, she or they will be solely responsible for the payment of all rental, hire, service and/or maintenance fees and charges associated with the supply of gas to the Premises.
- (b) In consideration of the tenant paying the consumption charges for gas consumed on the Premises the tenant may, by notice(s) in writing given to the lessor at any time or times, direct the lessor to utilise an LPG gas retailer nominated by the Lessee to supply gas bottles and/or gas to the Premises, and the Lessor must comply with each direction given under this clause:
- (i) within one (1) calendar month of receipt of that direction; and
 - (ii) until the expiration of any current or Further Term of this agreement or until a new direction is given by the tenant, whichever occurs first.
- (c) For the avoidance of doubt, nothing in clause 58(b) limits the lessor's obligations under clause 58(a) or exposes the tenant to any liability to any nominated LPG gas retailer(s), or to the lessor in connection with any liability the lessor may have to any nominated LPG gas retailer(s).
- (d) Without limiting clause 58(e) if the lessor receives any accounts for public utility services consumed at the residential premises which are payable by the tenant pursuant to this agreement ("Accounts"), it must provide them to the tenant on a timely basis. Notwithstanding anything to the contrary in Part A, "Electricity, Gas and other Utilities" or clauses 10 to 14 of Part B, if the lessor fails to provide to the tenant any Account within two months of the date of that Account, the tenant shall not be liable to pay for the public utility service charges in that Account.
- (e) Subject to clause 58(j), the lessor authorises the tenant to arrange (if it so desires and without being under any obligation to do so) with the appropriate public utility service providers to directly receive all Accounts.
- (f) The lessor covenants and agrees that he, she or they will be solely responsible for the payment of any water or excess water charges associated with or arising out of any water consumed, used or supplied on or at the residential premises as a consequence of any lavatory, toilet, sink, drain, main, reticulation or any other plumbing facility leaking or otherwise being damaged or faulty. The tenant, acting responsibly, shall determine (and its determination shall be binding on the lessor) the proportion of any charges in an account for water usage attributable to such leak, damage or fault, where appropriate, based upon a comparison by the tenant of the quantity of water previously consumed at the residential premises during the term of this agreement where no such leak, fault or damage existed ("the Determined Amount"). The tenant shall not be required to pay to the relevant public utility service provider directly or to reimburse to the lessor the Determined Amount. However, if the tenant does pay the Determined Amount directly to the relevant public utility service provider, the lessor must reimburse to the tenant the Determined Amount on demand. If the tenant has received from the relevant public utility service provider directly an account for water usage which includes a Determined Amount, the tenant shall provide a copy of such account to the lessor.
- (g) Notwithstanding clause 58(f) above, the lessor will not be required to pay to the public utility service provider or reimburse to the tenant the Determined Amount if the damage or fault which has caused the lavatory, toilet, sink, drain, main, reticulation or any other plumbing facility to leak is directly attributable to the negligence of the tenant or the negligence of any person to whom the tenant sublets the residential premises (or any part or parts thereof).
- (h) The lessor acknowledges and agrees that the tenant is not responsible, and accepts no liability whatsoever, for any water infringement notices which are issued by the relevant public utility service provider in relation to the premises.
- (i) Without limiting clause 58(h) above, the tenant agrees to:
- (i) require its sub-tenant to comply with water restrictions prescribed or imposed by Water Corporation (or such other authority) from time to time; and
 - (ii) promptly pass onto its sub-tenant any water infringement notices which are provided to it by the lessor,

BUT the tenant does not guarantee, nor will it be liable under any circumstances for, the payment of those infringement notices by its sub-tenants.

- (j) If the residential premises contain solar panels and the lessor receives payments and/or benefits from the Government, the national grid and/or any energy suppliers in relation to those solar panels:
- i) the tenant is not authorised to directly receive the Account from the energy supplier and agrees that the Account will remain in the name of the lessor;
 - ii) any rights of the lessor, by agreement with an energy supplier, to receive and retain benefits with respect to feed-in tariffs will remain;
 - iii) the lessor will provide the Account to the tenant on a timely basis; and
 - iv) subject to the terms of clause 58(a), including the obligation on the lessor to have provided the Account no later than two months of the date of that Account, the tenant will be liable to pay that portion of the Account which relates to electricity consumption either to the energy supplier directly or to the lessor as reimbursement (whichever the lessor directs)

59. Line Connection

- (a) It is a term of this agreement that:
- (i) at the date on which this agreement starts, the premises have a fixed line connection for the purpose of telephone and internet use (**Landline**) including at least one outlet which is fully functional; or
 - (ii) if the premises do not have a Landline the lessor will organise for the new connection of a Landline (including at least one outlet) to be completed and operational within 14 days of the date on which this agreement starts.
- (b) If the lessor fails to ensure that the premises have the Landline referred to in clause 59(a) installed within 14 days of the date on which this agreement starts then:
- (i) the tenant may, without reference to the lessor, arrange for the connection of a Landline including at least one outlet; and
 - (ii) the reasonable expense incurred by the tenant in arranging and paying for the connection of a Landline is a debt owed by the lessor to the tenant and is immediately recoverable by the tenant.
- (c) Without limiting clause 59(b)(ii) the tenant may, in its absolute discretion, choose to offset its expense of arranging and paying for the connection of a Landline from the rent payable by it hereunder.

60. Asbestos and other hazardous substances

- (a) The lessor warrants that at the date on which this agreement starts and the tenant is entitled to enter into occupation of the residential premises:
- (i) no materials containing asbestos exist in or upon the residential premises; or
 - (ii) if asbestos containing material exists in or upon the residential premises it is in good condition and in a bonded or non-friable form; and
 - (iii) no Legionnaires disease bacteria or any other hazardous substance or material exists in or upon the residential premises.
- (b) Without limiting clause 60(a) if:
- (i) any asbestos containing material which is not in good condition and not in a bonded or non-friable form

- (**Friable ACM**) is subsequently discovered in or upon the residential premises; and
- (ii) the presence of the Friable ACM is not attributable to the negligence of the tenant,
- then:
- (iii) the lessor must at its own expense promptly and in a safe manner remove and remediate the Friable ACM to the satisfaction of the tenant; and
- (iv) if the tenant elects to vacate the residential premises until such time as the Friable ACM is removed and remediated and the residential premises are rendered safe, from the time when the tenant vacates the residential premises until the residential premises are again rendered safe, the Rent will abate in accordance with section 69(1) of the *Residential Tenancies Act 1987* as if the residential premises had been rendered wholly damaged or destroyed.
- (c) Without limiting clause 60(a) if any Legionnaires disease bacteria or any other hazardous substance or material which may reasonably present risk to the health or wellbeing of the tenant (together the **Harmful Material**) is at any time discovered in or upon the residential premises and its presence is not attributable to the negligence of the tenant, then:
- (i) the lessor must at its own expense promptly and in a safe manner remove and eradicate the Harmful Material; and
- (ii) if the tenant elects to vacate the residential premises until such time as the residential premises are rendered safe, from the time when the tenant vacates the residential premises until the residential premises are again rendered safe, the Rent will abate in accordance with section 69(1) of the *Residential Tenancies Act 1987* as if the residential premises had been rendered wholly damaged or destroyed.
- (a) If the occupation and use of the residential premises by the tenant has been rendered unsafe as a result of the presence of the Friable ACM or the Harmful Material and in the written opinion of an independent expert appointed by the tenant the residential premises are unlikely to be rendered safe within three (3) months from the date of that opinion the lessor agrees that this will be and be deemed to be a breach of this agreement, which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the *Residential Tenancies Act 1987* and PROVIDED FURTHER THAT upon termination of this agreement by a competent court the tenant shall have no obligations under clause 38.2..

61. Government Housing

- (a) The lessor covenants and agrees that if:
- (i) he, she or they; or
- (ii) their spouse, de-facto partner or any other person with whom they cohabitate,
- (collectively "the Owners") is, or at any time during the term of this agreement becomes, a government employee and, in the opinion of the tenant, the Owners may have reasonably resided in the residential premises, the Owners (or either of them) will not be eligible for subsidised government housing in:
- (iii) the town in which the residential premises are located; or
- (iv) the area which is within a radius of 50 km of the relevant Owner's place of work,
- (both areas hereinafter referred to as "the Area").
- (b) The lessor agrees that if the Owners (or either of them) is, or at any time during the term of this agreement becomes, a government employee and, in the opinion of the tenant, the Owners may have reasonably resided in

the residential premises, the lessor will be in breach of this agreement if the Owners (or either of them):

- (i) continue to occupy subsidised government housing in the Area; or
 - (ii) make an application to a government department or the tenant for subsidised government housing in the Area; or
 - (iii) commence to occupy subsidised government housing in the Area.
- (c) The lessor acknowledges and agrees that, if he, she or they are in breach of clause 60(b) above, this will be and be deemed to be a breach of this agreement which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the Act.

62. Damage to premises

- (a) Notwithstanding anything to the contrary in this agreement, under no circumstances shall the tenant be liable to repair any structural damage or defects to, or pay for work of a structural nature at, the residential premises, save and except where the said works are necessary to repair structural damage or defects caused by the negligent or unlawful acts or omissions of the tenant or its sub tenants and the building insurance effected by the lessor is vitiated due to the said acts or omissions of the tenant or its sub tenants.
- (b) The lessor must ensure that all repairs, including any structural damage or defects, are carried out by a suitable repairer.
- (c) If repairs are carried out by a suitable repairer and the lessor is of the view that the tenant is liable under this agreement or the Act for those repairs then the lessor must provide any invoice or account for those repairs issued by the repairer ("Invoice") to the tenant on a timely basis. Notwithstanding anything to the contrary in this agreement if the lessor fails to provide the Invoice to the tenant within two months of the date of that Invoice, then the lessor will be taken as having accepted liability for the repairs and responsibility for the payment of the Invoice and the tenant shall not be liable to pay the Invoice or pay for any repairs to which the Invoice relates
- (d) If the lessor is required, in accordance with its obligations under this agreement or the Act (including without limitation under clause 60), to effect any repairs or replacements to or to undertake any maintenance to the residential premises, and the tenant is required to vacate the residential premises in order for such repairs or maintenance to be carried out, then (without limiting any other rights which the tenant may have against the lessor under this agreement or at law), the lessor must pay or reimburse the tenant for all reasonable costs and expenses suffered or incurred or payable by the tenant:
 - (i) to re-locate to alternative premises and to relocate back to the residential premises once the repairs and/or maintenance works have been completed;
 - (ii) to store or secure any goods or possessions which the tenant is required to remove from the residential premises for the duration of the period during which the tenant is required to vacate the residential premises; and
 - (iii) to secure, obtain and occupy alternative accommodation for the duration of the period during which the tenant is required to vacate the residential premises.

For the avoidance of doubt, and without limiting the foregoing, nothing in this clause limits the tenant's right to assert that the breach of clause 16 of this agreement caused by the tenant being required to vacate the residential premises is sufficient in all of the circumstances of the case to justify termination of this agreement.

63. Lessor's Insurance

- (a) The lessor must insure and keep insured all buildings and improvements now or at any time during the term of this agreement on or comprising the residential premises against loss or damage by all risks against which a prudent owner

would ordinarily insure for the full replacement cost.

- (b) The lessor must:
- (i) effect the insurance referred to in clause 63(a) (the "Insurance") with a reputable and substantial insurer;
 - (ii) prior to the due date for payment, pay all premiums and other costs of such Insurance; and
 - (iii) if requested by the tenant, provide to the tenant copies of the certificates of currency and policies in relation to the Insurance within 7 days of such request being made.
- (c) Unless the lessor determines, acting reasonably, that the residential premises are to be demolished and not rebuilt, all moneys recovered in respect of the Insurance effected under this clause 63 shall be immediately expended by the lessor in repairing rebuilding or reinstating the residential premises or any part thereof so damaged or destroyed and, subject to the proviso in clause 62(a) the lessor must make up any deficiency out of the lessor's own funds. For the avoidance of doubt nothing in this clause 63(c) limits any other right which the tenant may have under this agreement or at law

64. Additional Inspections and Certificates

- (a) In addition to the initial and final property condition reports which are required to be obtained in accordance with Part A "Property Condition Reports", the lessor (or its managing agent) must additionally inspect the residential premises at least twice a year (in each case, not less than 14 days before and not more than 14 days after each six-monthly anniversary of the starting date of this agreement) throughout the term of this agreement and provide any report in relation to that additional inspection to the tenant within 7 days of the inspection having taken place.
- (b) If, as a result of the additional inspection referred to in clause 64(a), if the lessor (or its managing agent) considers that the residential premises are not in the condition required by clause 38.2, then the lessor (or its managing agent) will provide written notice of any damage to the premises which has occurred since the date of the last inspection which is not in the nature of fair wear and tear and which is not damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63.
- (c) If the lessor (or its managing agent) gives a notice under clause 64(b) above, the tenant will promptly rectify any damage referred to in it (which is not in the nature of fair wear and tear and which is not damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63). However, if the tenant is of the opinion any damage which is referred to in a notice given by the lessor under clause 64(b) is fair wear and tear or damage insured against by the lessor or required to be insured against by the lessor in accordance with clause 63, it shall promptly after receipt of such notice, notify the lessor of its opinion and the parties shall meet to resolve this dispute, failing which either party may make an application to the Magistrates Court to have the dispute determined.
- (d) The lessor warrants that, at the date of commencement of this agreement, the premises are fitted with fully functioning electrical safety switches and smoke alarms in compliance with any law applicable at the relevant time. The lessor will, on the yearly anniversary of the starting date of this agreement, provide the tenant and subtenant with a copy of a current electrical safety certificate in connection with all safety switches and smoke alarms installed in the premises (which certificate must include the expiry date(s) of the smoke alarm(s). If the lessor fails to provide any electrical safety certificate to the tenant and subtenant, the tenant may obtain such certificate (at the cost and expense of the lessor) and offset its costs of doing so from the rent payable by it hereunder.
- (e) Without limiting the lessor's obligation in relation to smoke alarms under clause 22 and clause 64(d) of this agreement, the lessor agrees that the tenant may undertake its own annual inspection of the smoke alarm installed in the premises and, if the smoke alarm is found to be defective or non-operational at that time of inspection or is found to be of a make or model which does not fall within the nominated list of smoke alarms acceptable to the tenant, the tenant may (at the cost and expense of the lessor) remediate, repair or replace the smoke alarm and offset its costs of doing so from the rent payable by it hereunder

65. Termination of this agreement consequent upon the lessor breaching its repair obligations.

- (a) The tenant may terminate this agreement by 30 days' written notice to the lessor if the lessor has:

- (i) failed to duly and punctually comply with its obligations under clause 23 and has not rectified that failure within 1 Business Day (in the case of Emergency Repairs), 2 Business Days (in the case of urgent repairs) or 7 Business Days (in the case of Routine Repairs) after receiving notice from the tenant of such failure; or
- (ii) failed to duly and punctually comply with any of its other obligations under this agreement and has not rectified that failure within 10 Business Day (or such longer period as the tenant may allow, in its sole and absolute discretion) after receiving notice from the tenant of such failure,

and, if the tenant gives 14 days' written notice of termination, this agreement shall end at 11.59pm on the date which is 14 days after the date of service of the notice on the lessor (**Effective Date**) (and the tenant must vacate and deliver up possession of the premises at or prior to the Effective Date). The tenant may, in its sole and absolute discretion, withdraw any notice of termination given under this clause at any time prior to the Effective Date.

- (b) For the avoidance of doubt, if a notice is given by the tenant under clause 65(a), this agreement will terminate on the Effective Date without the need for a competent court to make an order terminating this agreement. The right of termination conferred by this clause 65 is in addition to and not in substitution for the rights of termination conferred by the *Residential Tenancies Act 1987*, including without limitation the tenant's right to apply to a competent court for any order terminating this agreement under s. 75 of the *Residential Tenancies Act 1987* on the basis that the lessor has breached this agreement (including without limitation where the alleged breach is of clause 23) and such breach is, in all of the circumstances of the case, such as to justify termination of this agreement.

66. Pests

- (a) The lessor warrants that pest control treatment has been carried out on the premises immediately prior to commencement of the tenancy.
- (b) Without limiting the lessor's obligations under clause 66(a) or clause 21 of this residential tenancy agreement, the lessor shall, at its own cost and expense, be responsible during the term of the tenancy for the eradication of any infestations of rodents, vermin, insects, pests, birds or other pests present in the residential premises unless such infestation is caused by, or directly attributable to the actions of, the tenant or its subtenant.
- (c) Without limiting the lessor's obligations under clause 66(b), and regardless of whether pest infestation in the premises is evident, the lessor agrees to, if so requested by the tenant, carry out an annual pest control treatment in the premises (but only if such premises are situated in the north of the 26th parallel of the state of Western Australia).

67. Pets

If the tenant keeps any pet or pets at the residential premises (expressly excluding any pet exclusively confined within a bowl or other cage), the tenant shall arrange for the cleaning of the premises, including any carpets in the premises, prior to giving up vacant possession of the premises to the lessor under clause 38 and, if it does so, any pet bond paid by the tenant must be refunded by the lessor to the tenant in full at the expiration of this agreement.

68. Consent of Mortgagee

If:

- (a) the residential premises or any part thereof is at the date of this agreement or subsequently becomes subject to a mortgage, charge or other encumbrance; and
- (b) this agreement would otherwise not be binding upon the mortgagee, chargee or encumbrancee,

the lessor must at its own expense and without delay obtain the unconditional consent in writing to this agreement from the said mortgagee, chargee or encumbrancee.

69. Registering or Caveating this Lease

- (a) If this residential tenancy agreement is registrable under the *Transfer of Land Act 1983* and the tenant in its discretion requires and elects that this residential tenancy agreement be registered, the parties shall do everything necessary to cause this residential tenancy agreement to be prepared or amended so that it is in registrable form, the parties shall execute (or if necessary re-execute) this residential tenancy agreement in registrable form and the lessor shall cause this residential tenancy agreement to be registered without delay.
- (b) In addition to the tenant's rights under clause 69(a), the lessor acknowledges and agrees that the tenant may lodge a subject to claims caveat to protect the leasehold interests granted to it under this agreement.

70. Tenant may act by agent

Each act or thing which the tenant is required or empowered to do under this agreement may be done by the tenant or the representative, solicitor, agent, contractor or employee of the tenant.

71. Variation of this Agreement

This agreement may be varied only by written agreement made between the lessor and the tenant.

72. Notices

For the purposes of s.85 of the Act, the tenant specifies the following address as the place to where its mail must be directed in order for any notice or other communication to be taken to be properly served on the tenant:

The address specified in Item 3 of the Schedule to this Part C, marked to the attention of the Leasing Officer of the Housing Authority office which is specified in item 3 of the said Schedule

73. Common Areas

- (a) This clause applies where the residential premises are part of a complex which includes common areas, where:
 - (i) "common areas" means those parts of the complex which the tenant and any other occupiers of premises within the complex are entitled to use, including but not limited to any common driveways, passages, landings, stairways, access ways, lifts, gardens, laundries, swimming pool and car parking area; and
 - (ii) "complex" means, if the residential premises comprise part only of the land in a certificate of title, the land and buildings thereon of which the premises forms a part.
- (b) The lessor grants to the tenant and its visitors the right, to be exercised in common with the lessor and the lessor's other lessees or licensees of the complex (or any part thereof) from time to time and its and each of their officers, employees, agents, contractors, customers, suppliers and invitees, to use the common areas:
 - (i) in the case of any passages, landings, stairways, access ways and lifts, for the purpose of gaining ingress to and egress from the residential premises; and
 - (ii) in any other case, for the purpose for which they were designed.
- (c) For the avoidance of doubt, nothing in this clause 73 intends to limit the application of any strata by laws which may be applicable to the premises. In the event of any inconsistency between strata by laws and this residential tenancy agreement, the strata by laws will prevail.

74. Joint and Several Liability

Unless otherwise stated in this agreement, all persons or entities signing this agreement as the lessor shall be held jointly and severally liable for all terms, conditions and obligations of this lease as they relate to the lessor.

75. Bond held on Trust

If the lessor receives an amount of bond from the tenant the lessor holds the amount of bond on trust for the tenant until the amount of bond is paid to the Bond Administrator in accordance with the *Residential Tenancies Act 1987*.

76. Special Conditions

- (a) The special conditions (if any) in Item 4 of the Schedule apply to this agreement (and to the extent that there is any inconsistency between them and clauses 1 to 75 inclusive of this agreement, the special conditions shall prevail to the extent of that inconsistency.
- (b) The lessor must arrange for each of the special conditions to be satisfied within the time period specified in Item 4 of the Schedule. If the lessor fails to satisfy any of the special conditions within the time frame specified then the tenant may itself, without reference to the lessor, arrange for the special condition/s to be satisfied.
- (c) If the tenant arranges for the special condition/s to be satisfied in accordance with clause 76(b) above, the reasonable expense incurred by the tenant in arranging and paying for the special condition/s to be satisfied will be a debt owed by the lessor to the tenant and be immediately recoverable by the tenant.
- (d) Without limiting clause 76(b) above the tenant may, in its absolute discretion, offset its expense of arranging and paying for the special condition/s to be satisfied from the rent payable by it hereunder.

SCHEDULE TO THIS PART C

Item 1: Further Term - Option

An option of a Further Term of 12 months

Item 2: Market Rent Review Date:

The first and each subsequent anniversary of the starting date of this agreement (as specified in Part A, "Term of Agreement") during the term of this agreement and any Further Term(s)

Item 3: Tenant's Address for Service: [insert] Regional Office
[insert address],
Attention: Leasing Officer

Item 4: Special Conditions

A. The Lessor must arrange for each of the following items:

- i) 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 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. 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.
- ii) An electrical compliance certificate (to confirm all hard-wired smoke alarms and safety switches have been installed and are functioning correctly and, for the smoke alarm, includes at a minimum, manufacturer, installation/expiry date and model number) is to be obtained by the lessor at the lease commencement and thereafter on every 12-month anniversary of the date on which the previous electrical compliance certificate was obtained.
- iii) All air-conditioning units at the premises are to be serviced annually upon the anniversary date of lease commencement and a copy of the receipt evidencing the same will be provided to the tenant within 14 days of such service.
- iv) The provision of a minimum of two sets of keys to each and every lockable area forming part of the premises including, without limitation, keys to any lockable doors, windows, gates, sheds, cupboards and mailboxes. For the purposes of this clause "keys" is taken to include any relevant electronic codes, electronic key cards, swipe cards and remote controls.

THE LESSOR AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Signed by the **LESSOR/PROPERTY MANAGER**

_____ Date: ____/____/____

[Signature of lessor/property manager]

in the presence of:

[Name of witness]

[Signature of witness]

Signed by the **TENANT**

_____ Date: ____/____/____

[Signature of tenant]

in the presence of:

[Name of witness]

[Signature of witness]

For further information about rights and obligations as a lessor or tenant, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 13 30 40 54 or www.commerce.wa.gov.au/Consumer Protection.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.

Schedule 9 – Housing Assets

Item 2 – List of Karloo and Beachlands Lots

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List of Karloo Lots and Beachlands Lots*Karloo Lots*

Lot 11 on Deposited Plan 039649
Lot 563 on Deposited Plan 404672
Lot 570 on Deposited Plan 411370
Lot 571 on Deposited Plan 411369
Lot 9000 on Deposited Plan 409700

Beachlands Lots

Lot 1473 Maley Way, Beachlands
Lot 1474 Maley Way, Beachlands
Lot 1475 Eliot St, Beachlands
Lot 1476 Eliot St, Beachlands
Lot 1513 Whitfield St, Beachlands
Lot 1514 Whitfield St, Beachlands
Lot 1531 Maley Way, Beachlands
Lot 1532 Maley Way, Beachlands
Lot 1533 Maley Way, Beachlands
Lot 1563 Eliot St, Beachlands
Lot 1564 Eliot St, Beachlands
Lot 1565 Eliot St, Beachlands
Lot 1566 Eliot St, Beachlands
Lot 1567 Eliot St, Beachlands
Lot 1568 Eliot St, Beachlands
Lot 1569 Eliot St, Beachlands
Lot 1570 Maley Pl, Beachlands
Lot 1571 Maley Pl, Beachlands
Lot 1572 Maley Pl, Beachlands
Lot 1573 Maley Pl, Beachlands
Lot 1574 Maley Pl, Beachlands
Lot 1575 Maley Way, Beachlands
Lot 1576 Maley Pl, Beachlands
Lot 1577 Maley Pl, Beachlands
Lot 1578 Maley Pl, Beachlands
Lot 1579 Maley Pl, Beachlands
Lot 1620 Eliot St, Beachlands
Lot 1621 Eliot St, Beachlands
Lot 1622 Eliot St, Beachlands
Lot 1623 Eliot St, Beachlands
Lot 1624 Eliot St, Beachlands

Schedule 9 – Housing Assets

Item 3 - Table of Potential Development Arrangements

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Table of Potential Development Arrangements

Potential Development Arrangement	Parties to the Arrangement	Yamatji Nation Regional Corporation's proposed interest in the Arrangement
Joint Venture arrangement	<p>Housing Authority ("HA")</p> <p>Yamatji Southern Regional Corporation ("YSRC")</p> <p>Third party (who may finance the potential development) ("TP")</p>	<p>A participating percentage interest in the joint venture that is pro-rated to YSRC's contribution to the joint venture.</p> <p>For example, if HA decides to develop the Karloo Lots through a joint venture arrangement, and:</p> <ul style="list-style-type: none"> • YSRC had nominated a 49% interest in the Karloo Lots (valued at \$686,000); • HA contributes the remaining 51% interest in the Karloo Lots; and • TP contributes \$1 million to fund the proposed Karloo Lots development, <p>then YSRC's participating percentage interest in the joint venture for the Karloo Lots development would be approximately 28.6%.</p>
Partnership	<p>HA</p> <p>YSRC</p> <p>TP</p>	<p>A participating interest in the partnership that is pro-rated to its contribution to the partnership.</p> <p>For example, if HA decides to develop the Beachlands Lots through a partnership arrangement, and:</p> <ul style="list-style-type: none"> • YSRC had nominated a 20% interest in the Beachlands Lots (valued at \$440,000); • HA contributes the remaining 80% interest in the Karloo Lots; and • TP contributes \$1 million to fund the proposed Beachlands Lots development,

		then YSRC's percentage interest in the partnership for the Beachlands Lots development would be approximately 13.8% .
Development Management Agreement	HA YSRC Third party Development Manager	<p>Either:</p> <ul style="list-style-type: none"> • an agreed number of lots created as part of the proposed development (whether vacant land or as built); or • an agreed profit distribution, <p>as determined in the Development Management Agreement, that fairly and equitably reflects YSRC's nominated percentage interest in the Beachlands Lots or Karloo Lots (as relevant), and taking into account:</p> <ul style="list-style-type: none"> • contributions made by other parties to the Development Management Agreement; • the expected risks and returns of development; and • financier repayments, <p>among other matters.</p>