



Finding and Getting a Place

Roofs For Youth Young Person's Tenancy Booklet

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Roofs For Youth

Young Person's Tenancy Booklet

This booklet looks at what is involved in renting a home, how to go about looking for a place to suit your needs as well as what is involved in successfully applying for and accepting a rental property.

The Rental Market Place

People buy and rent out property in the private rental market as part of a business venture, with the ultimate aim of making a profit. In Western Australian, most private rental market properties are owned by individuals. When a private owner leases out a property to a tenant, it is done with the expectation that the rent will cover some of the expenses involved in purchasing or maintaining the property.

When there is a shortage of private rental market properties and demand is high, competition for homes and the cost of rent increases. When there is an oversupply of properties and there are fewer people looking for a place to live, the cost of rent will usually reduce and there will be far less competition to get into a place.

What do you think is happening in the current rental market?

When renting a property, you are renting from the owner not the real estate agent. The lease agreement will therefore always be between the owner and tenant and not the real estate agent and tenant. If the owner does not want to be involved in the management of their rental property, they hire and pay a real estate agent to do it for them. Not all owners use real estate agents for property management. As a result some tenants will deal directly with the owner in relation to their tenancy.

There are lots of different organisations and terms to be aware of in the real estate industry. These include organisations such as: Department of Commerce (DoC), Real Estate Institute of Western Australia (REIWA) and Tenants Advice Service (TAS) and terms such as "tenant", "owner", "real estate agent" and "property manager".

Ask your Roofs for Youth Educator for a Glossary of Renting Terms and have a look at the terms in it.

Laws of Tenancy

The rights and responsibilities you have as a tenant are based on the *Residential Tenancies Act 1987* (WA) and the *Residential Tenancies Regulations 1989* (WA). They are not based on rules made up by the owner or agent to make rental life complicated or annoying! One of the reasons the legislation exists is to protect the tenant from being treated unfairly.

Rights are those benefits to which a person is entitled, whereas responsibilities are the obligations a person is required to meet. Both the owner and tenant have rights and responsibilities. When responsibilities are not adhered to, then there are consequences to either the tenant or owner.

What do you think some of the rights and responsibilities of owners and tenants might be?

What if you are under 18?

If you are under 18 (a minor) there is no way you can enter into a lease, right?

Wrong! A minor may enter into a legally binding contract, such as a lease if it is viewed as a necessary of life or if they have a guarantor who will agree to take responsibility for any damage or rent arrears if the minor doesn't pay.

Under the *Equal Opportunity Act 1984* (WA) it is unlawful for a real estate agent or owner to refuse a young person the opportunity to apply for a rental property or enter into a lease because they are under 18 years of age.

Tenancy Needs and Wants

To get and keep a house you need to be able to work out what you need, want and can afford.

People have many different perceptions of what is a 'home', and what people value most will vary from person to person.

Some things to think about when looking for a property are:

- a) Costs - What can you afford? As a rough guide, you should pay no more than one third of your after tax income on rent or it becomes difficult to meet other living needs, such as food and utility bills. To reduce your living costs you could consider sharing a house.
- b) Location - Where do you want to live? The location of a property will greatly affect the rental price so think carefully about what suburb you can afford to live in. What about being near family, work, school and/or friends? Is transport an issue?
- c) Type of accommodation - What sort of place do you want to live in? Is the layout and design of the property important? Do you need or want a garden? Are you prepared to do what it takes to maintain it? In the majority of tenancy agreements, tenants are held entirely responsible for the cost of watering and maintaining gardens. How many bedrooms do you need? Do you want the property furnished or unfurnished property?
- d) Readiness - Are you ready to take on the responsibility that accompanies renting a property? As discussed earlier, rights are accompanied by responsibilities.

What do you think of as 'home'?
Based on this, what would you look for in a private rental?
What do you need most?

Choosing to Share

Share housing is a good option for many young people interested in renting as it helps reduce the general costs of living: shared rent, shared utility costs and even sharing the cost of food.

There are different ways in which you can enter a share housing arrangement:

1. You can take on the lease for the whole property and then rent out rooms to other people. In this way you have greater control over who you share with. You will need to check your lease agreement to see whether you are allowed to do this; or
2. You can rent a room in someone else's place.

Talk to others about their experiences of sharing and consider the pros and cons of share housing. Who do you think you could share with?

Whichever option, share housing involves living in a house with other people! Could you live with other people on a regular basis? Would you be happy to share with people you don't know? Is it important if the household is single sex or mixed? Whether you will share a house will affect how you go about seeking a property.

Pros and Cons of Share Housing	
PROS	CONS
Cheaper rent or more options in houses for the same rent	Potential conflict
Cheaper utility connection fees	Legal issues
Company	Different lifestyles

Looking for a Place

Once you have identified realistic needs and wants for a rental property, the next step is to look for a suitable property.

Websites are now the most common place for real estate agents to advertise rental properties. Websites may even give you extra information such as photos of the property or even statistics about the suburb or costs of moving in. If you want to find people who are renting out rooms in a share house, websites are the most common places these are advertised.

Websites that list private rental include:

- www.reiwa.com.au
- www.domain.com.au
- <http://realestate.thewest.com.au> (The West Australian Newspaper)

Websites for people wanting to share:

- www.shareflatmates.com
- <http://au.easyroommate.com/>
- <http://perth.gumtree.com.au>
- <http://www.share-accommodation.net>
- www.realestate.com.au

Newspapers are also a good place to look for both rental properties and rooms in share houses.

Newspapers that advertise houses or rooms for rent include:

- *The West Australian* on Wednesday and Saturday (the “To Let “and “Shared Accommodation” sections at the back of the real estate section)
- *The Sunday Times*
- Local community papers

Libraries, community and youth centres are all places that are likely to provide free or cheap internet access and newspapers.

Real estate agents usually compile a list of the rentals they have available at the time. These can be picked up from the real estate agent’s office and can be good when looking in a particular area. It can be useful to speak to the real estate agent and ask when these lists are printed, to get the information as soon as possible.

There are a number of places in your community that you may be able to find information about houses and rooms to rent including local universities and community notice boards.

To understand rental advertisements you need to be able to understand how they are written. Reading housing advertisements is almost like learning a new language as they use abbreviations.

It is important to know what the abbreviations mean! Ask your Roofs for Youth Educator for the 'To Let' Abbreviations List.

Rental Application Portfolio

Rental application portfolios are a method of identifying, collecting, protecting and submitting information to support your rental applications. This information is important for every tenancy application, particularly if you don't have past rental references.

Submitting a rental application portfolio that contains information in support of your application increases your competitiveness in the private rental market and as a result increases your chances of getting the property you apply for.

Creating a Rental Application Portfolio

A rental application portfolio should look good and should not get dirty or crumpled. Try using a display folder with clear pockets.

Below are some of the types of things you should include in a rental application portfolio and where you could get these from:

1. Identification (ID) – proof you are who you say you are. It is important to have enough different types of identification including (ideally) a photo ID. You could use your driver's licence, birth certificate, school reports, passport, paid utility bills, paid doctors' bills, current bank statement, Centrelink statement or contact telephone number for a worker at Centrelink to verify your identity.
2. References from previous owners/real estate agents – include people you have rented a room from or any accommodation services you have been in. If you cannot get a written reference ask if you can give out their phone number for a verbal reference – ALWAYS ASK FIRST!
3. Character references from youth or support workers, teachers or employers to illustrate you are a responsible and reliable person.
4. Details of any tenancy training completed – what about your Roofs for Youth certificate?
5. Your Pre-Approval for bond assistance

Process of Applying for a Rental Property

Once you find a property which meets your needs and you can afford, ring up and ask about the property. It is important to remember that first impressions count! The impression that you make when ringing an owner/agent may affect the way an agent/owner views you and whether they would seriously consider your application to rent a property.

Things you might want to include in a conversation with the real estate agent include:

- Your name
- Whether the property advertised (where did you see it advertised) at (address of the property you are interested in) is it still available?
- If it is, you may want to ask things like:
 - *Could you please tell me the address of the property?*
 - *When will the property be available?*
 - *How long can I have a lease for?*
 - *How many people are allowed to live in the property?*
 - *Who pays for the maintenance of the garden?*
 - *Are pets allowed?*

If the property sounds good, ask if the property is open for inspection.

When you go to look at a property it is important to consider how you present yourself. Think about your audience the real estate agent or owner: what will they want to see in a prospective tenant? What will make you more competitive?

Think of a time when you have met someone new. What was the first impression you had of them? How did you respond to them? How did this affect how you thought about them? Consider that this is how an owner/real estate agent will also respond, so your presentation is very important when looking for a rental property. What would you do to present in a way that would appeal to a real estate agent?

Things to consider when getting ready to view a rental property:

- Look neat and tidy. You do not have to wear a suit but doing things like ensuring that your clothes are clean and you have good personal hygiene will make a difference.
- What is your 'look'? Looking at a house is similar to a job interview, is your 'look' going to appeal to the real-estate agent/owner? You may consider:
 - Removing or minimising piercings;
 - Conventional hairstyles;
 - Avoiding t-shirts with offensive language.
- Do not take too many people with you – you will look like a party animal!
- If you take a friend with you to look at the property, make sure they understand that how they dress and present themselves is important as their presence will also affect the owner/real estate agent's judgment of whether they want to rent a property to you or not.
- Behaviour – this indicates how you will treat the property so it may have more impact than how you dress. Avoid running and mucking around, slamming doors etc.
- Watch your language – excessive swearing does not sound responsible.
- Maybe take a responsible adult with you when you look at a rental property so that the agent/owner can see you have some adult help/support.

Things to remember when meeting a real estate agent at the property inspection:

- Leave your telephone number in case the agent/owner needs to contact you.
- Turn up to the appointment that you have made with the owner/agent, as you do not want to do anything that will put them off renting the property to you. If you need to change the appointment time, ring the owner/agent well in advance.
- Be polite.
- Speak clearly.
- Plan what you want to say before you call up.

Remember to take your rental application portfolio with you so you can put in a rental application straight away if you want to.

When you go to look at a rental property, you need to think about what issues you need to consider when deciding whether the rental property is suitable for your needs. It is a good idea to make a list.

Ask you Roofs for Youth Educator for a 'Standard Application and Offer of Option to Lease Residential Premises' to look at.

Things to consider at when inspecting a rental property:

- Will you have to pay for water usage?
- Is the house in good condition for its age?
- Turn on the taps. Is the water pressure strong or weak?
- Is there a laundry? Will you need one?
- Are there any leaks, such as taps or toilet?
- Check the appliances. Does the stove/hot water service work?
- Is there a TV aerial and a connection to it?
- Are there any repairs needed?
- Are there any signs of rats or cockroaches?
- Is the house near public transport, a school or under a flight path?
- If you have a car, is parking available?
- Is there a garden or lawn? If so, will you need to know who will do the lawn mowing? Who will be responsible for the cost of watering the gardens?
- Will the garden be easy to care for?
- Is there a telephone and connection available?
- Is there a place to shop for groceries and food nearby?
- Is the house secure?
- If it is a strata title property, are there any extra communal area charges? If so, who will be responsible for meeting these charges?
- If it is a strata property, have you been given a copy of the by-laws?
- If the place is furnished, does everything work and what condition are the furniture/appliances in(e.g. fridge, washing machine, stove etc.)?
- Are there power points in all the rooms?
- Are there any gaps around doors and windows, which could let in cold, dirt and rain?
- Is there any mould on the walls?
- Is the guttering free from leaves?
- Are there wardrobes/hanging space in the bedrooms?
- What are the neighbours like? Do you think you'll fit into the neighbourhood?

Once you have decided you would like to be considered for the property, you will usually have to complete an application form. Most real estate agents have an application form they require prospective tenants to complete. When they have a number of applications, the owner/agent will then read through them all and choose which applicant will get the property, based on their own criteria. Generally most agents/owners like to choose someone who is “low risk”. That is, from the owner/agent’s point of view, someone who appears to be reliable and less likely to cause damage to the property. Even though many young people may be in need of a home,

decisions on whether they are the successful applicant are not based on need but on the person best able to show that they meet the criteria. If the owner is managing the property directly, sometimes there is no application form or paper work required.

Many of the real estate application forms are long and require considerable information. They can be daunting for most people! When you want to apply for a property you should try to complete the application in full there and then as this minimizes the chance of having your application overlooked.

Be aware that by signing an application form, you are also agreeing to the owner/real estate agent contacting the people given as referees and to undertake a search of the tenant database. Tenant data base checks provide the owner/real estate agent with information on your rental history.

Tenant Databases

Tenant databases are often referred to as “Black Lists”. Tenant databases are businesses that make money from collecting information on the tenancy history of people and selling this information back to real estate agents and rental property owners.

Many owners/real estate agents use the tenant databases because it assists them in choosing the best applicant for a property. It helps them identify which tenants are considered “high risk” from a tenancy perspective and so avoid renting to them. When an owner/real estate agent has a number of applications for a rental property, they usually check the tenant database for each applicant. The tenant databases collect information about how many rentals a person has had, for how long, with whom and whether there were any problems with the tenancy, such as unpaid rent or damage to the property.

It is important to realise that what happens in a tenancy today may affect your opportunities for renting in the future.

Rental Establishment Costs

There are numerous costs involved with commencing a tenancy and include:

- a) The cost of applying for a property; and
- b) The costs associated with commencing the tenancy.

It is essential to be aware of all the costs you will face and have the money readily available to meet these costs.

Application costs can include an option fee. The option fee is like an application fee and there are a few things about the fee that it is important to know:

- The option fee is usually equivalent to one week's rent.
- It is refunded if the application is not successful.
- If the property is offered to the applicant and the applicant accepts the tenancy, the money will go towards the rent.
- If the applicant is offered the property but does not accept the lease then the option fee may be lost.

You may not have to pay an option fee but its best to be prepared.

Once you have been offered a rental property and you decide to take it, you will be required to pay the following sums of money to the owner/real estate agent:

- A security bond (usually the equivalent of four week's rent);
- A pet bond (\$100 – if you have a cat or dog);
- Two week's rent in advance;
- If you have paid an option fee, this money will count toward these costs.

Security Bond and Pet Bond are discussed in detail later.

Rent in Advance:

When a tenant begins a tenancy, they are required to pay two week's rent in advance. Rent must always be paid in advance as part of the tenancy agreement.

Letting Fees:

As a result of amendments to the RTA in 2007, real estate agents **may no longer charge tenants a letting fee**. Letting fees should not be confused with the option fee.

Pet Bond:

Owners and real estate agents who allow pets at the rental property have the right to ask for an additional \$100 as a pet bond. The reason for this bond is to meet the cost of any fumigation services that might be required at the end of the tenancy due to the pet living at the premises. At the end of the tenancy the owner or real estate agent can hold onto this bond for 14 days after you leave the property to establish whether there is a need for fumigation. If not, the \$100 should be returned to you.

Other Household Costs:

There will be additional expenses associated with buying furniture, food, cleaning items and connecting utilities. See **Booklet 2: Settling In and Surviving** for more information on these costs.

Ask your Roofs for Youth educator for a "Moving in Costs" Sheet.

Understanding Security Bonds

The security bond is not money that the owner/real estate agent can place in their pocket. The *Residential Tenancies Act 1987 (WA)* [RTA] requires the security bond to be lodged in one of three ways:

- In the Rental Accommodation Fund. The RAF is under the control of the Bond Administrator within the Department of Commerce (DoC);
- In a tenancy bond account with any financial institution which must be in the joint names of both the tenant and owner;
- In a special trust account called a Tenancy Bond Trust Account. This is where most real estate agents place the security bond.

The security bond is required to be paid at the beginning of the tenancy to meet possible costs you may be liable for at the end of the tenancy. Such costs may include rent arrears or damage to property.

You will have the security bond returned in full if you leave the rental property in the same way you found it. How much of the security bond you get back will only be determined AFTER you have left the property, returned the keys and the agent has conducted the final property inspection.

The amount of the security bond is usually equivalent to 4 week's rent. There are some circumstances in which more than 4 week's rent can be required, for example where the rent is more than \$500 per week or the owner has been living in the property up to three months before renting it out. In these cases there is no legal or regulatory limit on how much security bond can be requested.

The payment of the security bond is usually required when you sign the lease agreement. Payment should involve filling out a form and receiving a receipt for payment of the bond. The standard form that must be used by the agent is the ***Lodgment of Security Bond Money***

Combined Form 1 and 8. It details the owner's name, the agent's name and tenant's name and how much bond has been paid.

Interest resulting from any bond lodgment, no matter where held, must be passed on to the Rental Accommodation Fund.

Agents and owners who fail to lodge the bond money for properties in the correct manner face the prospect of being fined.

Tips to ensure you get your entire bond back:

- Be careful living in the property to avoid damage;
- Look after the place;
- Fix or report damage to the landlord/agent immediately;
- Do not get behind in rent;
- Question the costs charged.

It is important that the bond is lodged correctly or you may have trouble getting it back at the end of your tenancy.

Bond Assistance:

The Department of Housing provides **Bond Assistance** loans and will assist with other upfront costs for people on low incomes. Bond Assistance must be applied for before the bond is paid.

Bond Assistance is a LOAN and must be repaid. You will need to take this repayment into account when working out how much rent you can afford each week.

The conditions for receiving Bond Assistance and the repayments may change. It is therefore important to check details about Bond Assistance by going to a local DH office; going to their website: www.housing.wa.gov.au; or calling the Bond Assistance Office on 94762444.

You can apply for Bond Assistance before you get a house. The Department of Housing will provide you with a letter stating that you have been given pre-approval.

Types of Leases

The lease agreement is a document that details the terms and conditions of the tenancy that both the tenant and owner agree to. This includes how much rent is to be paid and what the owner and tenant must do during the tenancy. Lease agreements can be written, verbal or implied. A lease agreement that is in writing is best, as it leads to less misunderstanding about what is expected and clarifies what the terms of the agreement are.

If you rent in a strata complex, for example a group of units or townhouses, the strata by-laws form part of your lease agreement and as such you must comply with them. Make sure you get a copy of these by-laws.

There are two types of leases:

- a) Fixed term; and
- b) Periodic.

Fixed term lease agreements are agreements that have a set start and end (expiry) date. Once a tenant has signed a lease for a fixed period of time it is often very difficult to get out of this type of lease. Even if your circumstances or needs change, you are still obliged to fulfill the terms of the agreement.

During the period of the fixed term lease there are limited circumstances in which it could be broken by either the owner/agent or the tenant. Two of these are by mutual agreement or when there is a breach of the agreement.

By mutual agreement:

In this instance a fixed term agreement can be ended if both the tenant and owner agree to break the lease early.

An owner cannot force a tenant to break the lease early if it does not suit them.

By breach:

If either the owner or tenant fail to meet their responsibilities in the agreement, either party can breach the other. In some circumstances this can lead to a notice of termination and a Court Order terminating the lease agreement.

A **periodic** tenancy is for an indefinite amount of time. There is no definite end date. If you want to move out of the property and you have a periodic lease, you need to give 21 days' notice in writing to the real estate agent or owner when you want to move out. If

the owner/agent wants you to move out for no reason (i.e. you have been paying your rent and all your bills and have not been causing any trouble), then the owner/agent must give you 60 days' notice in writing, on the correct form (Form 1C). You cannot be forced to move out of a property, even if you are issued with a Form 1C. If you do not want to leave the property, the owner has to apply to the Magistrate's Court to get an order stating that you must move out of the property.

A lease agreement can be ended in other ways. For more information see **Booklet 3 – Moving Out and When Things Go Wrong**.

Rights and Responsibilities under the *Residential Tenancies Act 1987 (WA)* & Contracting Out

The *Residential Tenancies Act 1987 (WA)* [RTA] is the legislation that defines:

- The rights and responsibilities of tenants and owners in a residential lease agreement;
- When and how the rent can be increased;
- How the lease agreement can be terminated due to rent arrears;
- How the lease agreement can be terminated due to any other breach (by the tenant or the owner);
- When and how an application can be made for a Court order;
- What orders can be requested from the Magistrate's Court.

Although a lease agreement gives a tenant the legal right to occupy a property, the tenant cannot behave in the same way they might do if they owned the property. In the same way, the owner cannot behave in the same way as if there was no one living in their rental property.

The rights and responsibilities of both parties in a written lease agreement or a verbal lease agreement are set out in the RTA. Where a lease agreement is in written form, the owner may change some of these basic rights and responsibilities. This is known as 'contracting out'. Only certain provisions can be contracted out in a written lease agreement.

It is important to read the lease agreement carefully before signing it so you clearly understand your rights and responsibilities.

Some things that can be contracted out in a written tenancy agreement are:

- Tenant's responsibility for cleanliness and damage (s.38)
- Tenant's conduct on the premises (s.39)
- The tenant to have vacant possession of the rented property on the day the tenant is to move in (s.40)
- The owner/agent cannot rent out the property if they know there are legal barriers to the tenant's occupation of the property (s.41)
- Owner's responsibility for providing the property in a clean condition and the owner's responsibility for maintaining and carrying out repairs on the property (s.42)
- Compensation where a tenant sees to URGENT repairs (s.43)
- The owner's responsibility to provide and maintain locks. The inability of the owner or the tenant to remove or change the locks without the other party's permission (s.45)
- Owner's right of entry – restricted to the conditions of the RTA and not under any circumstances (s.46)
- Right of tenant to affix and remove fixtures (s.47)
- Right of tenant to assign or sub-let (s.49)
- Vicarious responsibility of tenant for breach by other person lawfully on premises (s.50)
- Cost of written agreement to be borne by owner (s.55)

Looking at these rights and responsibilities under the RTA can get complex. Here are some key areas that are fundamental for understanding a lease agreement.

Privacy and Quiet Enjoyment:

Tenants have the right to peace, comfort, privacy and quiet enjoyment of the property. This cannot be changed or removed. This means that the tenant is entitled to enjoy the premises without interference by the owner. Regular or unannounced visits by the owner/agent or anyone acting on their instructions are not permitted without the tenant receiving a reasonable period of notice beforehand.

Inspection:

The owner/agent must observe the tenant's right to peace, comfort and privacy in their use of the premises, and may only enter the premises if the tenant allows them to or they have provided the appropriate notice.

The RTA provides scope for the owner to contract out of the provisions relating to their right of entry (s. 46) in terms of how much notice they are required to give to the

tenant. The owner however cannot contract out to the extent that the right of entry of the owner impacts upon the tenant's privacy and quiet enjoyment.

In the private rental market, rent inspections are usually held every three months. Property inspections are done to ensure that the property is being kept in accordance with the lease agreement. It is very important to have the property and garden in a clean and neat condition. If the owner/agent is not happy with the condition of the house or garden, they will tell you what needs to be fixed or cleaned. Keeping the property in good condition is important as it can help you get a good rental reference at the end of the tenancy and help to ensure you get your entire bond back.

Ask your Roofs for Youth Educator for a 'Rent/bond inspection cleaning checklist'.

Cleanliness:

As the tenant, you will be responsible for keeping the premises clean and notifying the owner/agent of any property damage within three days of it occurring or as soon as practicable (s. 38). You are not allowed to cause or permit any damage, intentionally or by being negligent. This includes not putting any sticky tape or Blu-tack on any of the walls.

Maintenance and Repairs:

Under the RTA the owner must provide a reasonably clean and habitable dwelling and carry out maintenance and repairs (s. 42).

Some examples include:

- The stove stops working
- The water heater breaks down
- There are problems with the toilet
- Some other plumbing needs to be done
- The trees need lopping
- The property needs painting

All of these things are generally the owner's responsibility

The owner can avoid this responsibility by including in the lease agreement that the tenant is responsible for maintenance. You should be careful about agreeing to this as it can be very expensive.

Under no circumstances can you stop paying your rent without the owner's permission. This is breaching your lease agreement. If the owner refuses to compensate reasonable out of pocket expenses, you can apply to the Magistrate's Court for reimbursement. You can also apply to the Court for an Order for compensation and ask them to order the owner to carry out the repairs (s. 15).

Friends and visitors:

The tenant is liable for any damage caused by any person on the premises with their consent, whether that damage was accidental or on purpose. If you have a party, you must be aware that YOU are responsible for all damage caused as a result of people attending the party.

Noise/Respecting Neighbours:

Once you sign a lease and become the tenant this means you agree to do and not do certain things. One of these things is not to cause a nuisance. If your behaviour, for example excessive noise, is disturbing the neighbours this may be considered a nuisance. A one-off party may result in a warning or breach notice from the owner/agent.

If the noise persists and becomes an ongoing problem, the neighbours can contact the noise control officer at their local council and check what noise restrictions apply in the area. Any resident can also ring the police to complain about a neighbour's excessive noise.

Some other things that can be considered a nuisance are:

- Swearing
- Noisy cars
- Slamming doors late at night
- Calling out loudly when friends leave your property
- Throwing rubbish into common areas

Any of these can result in a breach.

When signing a lease ALWAYS remember to read it thoroughly.