

Guidance notes for completing this form

PURPOSE

This form will be provided to the lessor as evidence accompanying a termination notice of the tenant's interest in the tenancy agreement.

It is to be completed by prescribed persons under section 71AB(2)(d) of the *Residential Tenancies Act 1987* or section 45A(2)(d) of the *Residential Parks (Long-stay Tenants) Act 2006* for tenants who wish to terminate their interest in a residential tenancy agreement on the grounds that they, or their dependant(s), have been or are likely to be subjected or exposed to family violence during the tenancy period.

* WHO CAN COMPLETE THIS FORM

The following authorised persons who have worked with the tenant can complete this form:

- A person registered under the *Health Practitioner Regulation National Law (Western Australia) Act 2010* in the medical profession;
- A person registered under the *Health Practitioner Regulation National Law (Western Australia) Act 2010* in the psychology profession;
- A social worker as defined in the *Mental Health Act 2014*;
- A police officer;
- A person in charge of a women's refuge; or
- A prescribed person or class of persons (refer to safetenancy.wa.gov.au for more information).

MEANING OF FAMILY VIOLENCE

Family violence means a reference to –

- (a) violence or a threat of violence, by a person towards a family member of the person; or
- (b) any other behaviour by the person that coerces or controls the family member or causes the member to be fearful.

Examples of behaviour that may constitute family violence include (but are not limited to) the following –

- (a) an assault against the family member;
- (b) a sexual assault or other sexually abusive behaviour against the family member;
- (c) stalking or cyber-stalking the family member;
- (d) repeated derogatory remarks against the family member;
- (e) damaging or destroying property of the family member;
- (f) causing death or injury to an animal that is the property of the family member;
- (g) unreasonably denying the family member the financial autonomy that the member would otherwise have had;
- (h) unreasonably withholding financial support needed to meet the reasonable living expenses of the family member, or a child of the member, at a time when the member is entirely or predominantly dependent on the person for financial support;

- (i) preventing the family member from making or keeping connections with the member's family, friends or culture;
- (j) kidnapping, or depriving the liberty of, the family member, or any other person with whom the member has a family relationship;
- (k) distributing or publishing, or threatening to distribute or publish, intimate personal images of the family member; or
- (l) causing any family member who is a child to be exposed to behaviour referred to in this section.

WHO IS A PERPETRATOR OF FAMILY VIOLENCE

Family violence can be committed by anyone who is in a family relationship with the tenant or their dependent. A family relationship means:

- Spouses or partners, or former spouses or partners of the tenant or their dependent;
- People who are or were related to the tenant or the tenant's dependent, taking into consideration the cultural, social or religious backgrounds of the persons;
- People who are related to the tenant or their dependent's spouse/former spouse or partner/former partner.
- Persons who are in, or have had, an intimate or other personal relationship with the tenant or their dependent;
- A tenant or their dependent and a child, where the child ordinarily or regularly resides with or resided with the tenant or their dependent, or where the tenant or their dependent is the guardian of the child;
- Personal relationship of a domestic nature between the tenant or their dependent and another person, in which the lives of the persons are, or were, interrelated and the actions of one person affects, or affected, the other person.

The perpetrator of the family violence does not have to reside at the premises with the tenant in order for family violence to have occurred.

DOCUMENTS MUST BE KEPT CONFIDENTIAL – Attention Landlords (Lessors)

A lessor must not disclose information contained in this document to another person except in accordance with the *Residential Tenancies Act 1987* or the *Residential Parks (Long-stay Tenants) Act 2006* or another written law. A penalty of a fine of up to \$5,000 applies for failure to comply with this obligation.

A lessor must ensure information given to them in this document is kept in a secure manner so far as it is reasonably practicable to do so. A penalty of up to \$5,000 applies for failure to comply with this obligation.