

Residential Tenancy Application Guide

Submitting Your Application

In Person: 53 George Street, Kensington WA 6151-Please call 9474 9909 to make an appointment.

Scan/email your application: pm@sdre.com.au

Steven Davis Real Estate requires the following information and copies to be supplied to process an application:

Proof of residential address	Phone, electricity or gas account OR Bank statement, insurance policies, rates notices OR Cards showing address.
Proof of income/savings	-Bank statement showing the last 30 days of transactions (including everyday accounts and saving accounts) and -A Recent Payslip
Self Employed Proof of Income	-Verification of income-last 2 group certificates & tax returns
Student Proof of income/savings	-Bank statement showing the last 30 days of transactions (including everyday accounts and saving accounts) -Centrelink payment details -Scholarship paperwork
Previous Home Owner	-Your agent's details and contact number -Settlement Agent's details -Mortgage statement -Rates notice
Renting Privately	-Provide copies of your Lease agreements and rent receipts.
Personal Referees	Can't be the same people you have used elsewhere in your application. Can't be related to you or common to other applicants
Emergency contacts/next of kin	Each applicant must provide different details for next of kin and emergency contacts. Must be contactable in an emergency.

100 Points of Identification for applicant and occupant over 18 years.

70 Points	Birth Certificate, Passport or Australian Citizenship Certificate
40 or 25 Points	Only 1 secondary ID document will attract 40 points, subsequent secondary ID will attract 25 points per item. Australian Drivers License, Australian Learner's Permit, WA Photo Card, Dangerous Goods Security Card or Working with Children's Card
25 Points	Proof of Age Card, Medicare Card, Council Rates Notice, Property Lease/Rental Agreement, Motor Vehicle Registration, Utility Bill (e.g Telephone, Gas, Electricity or Water), Credit Card or Bank Statement.
Overseas Applicant	We will require a copy of your Visa.

Please advise all references that we will be contacting them within 24 hours of submitting this application. Should we not be able to contact your references your application may not be accepted. Please have all documents copied and ready to be submitted.

Option Fee

An Option Fee equal to \$50 for properties for lease under \$500.00 per week and \$100.00 for those over this amount is to be submitted with this application. If the application is unsuccessful the Option Fee will be returned to the Applicant in Cash. If successful the fee is credited to the rent payable.

The applicant understands that withdrawal after acceptance of the application and offer will result in forfeiture of the option fee.

Once your application has been accepted

You will be advised your application has been approved subject to the payment of bond and 2 weeks rent within 24 hours and the Lease paperwork signed within 3 business days.

Privacy Details Disclosure

We understand your right to privacy.

Due to recent changes in Privacy Laws, all property managers must ensure that you fully understand the National Privacy Principles and the manner in which we must use your private information in order to carry out our role as professional managers. Please take the time to read this Privacy Collection carefully.

In the application for tenancy, you have provided us with personal information that we will use to assess the risk of providing you with the tenancy of the premises you have requested.

To carry out this role, as well as during the term of and immediately following the tenancy (if approved) for matters directly relating to the property, we may need to provide your information to the following:

- The landlord/landlord's representative
- Your current and past employers
- Nominated referees
- Collection database agencies, insurance companies, tenancy databases
- Educational institutions- university, college, Tafe, school
- Rental Bond Authorities
- Residential tenancy tribunals/courts
- Steven Davis Real Estate staff
- The landlord's mortgagee, financier and/or quantity surveyor
- Tradespeople and organisations required to carry out maintenance to the premises
- Utilities (electricity, gas, water, phone)
- Other agents, valuers, or property managers who request details of this tenancy

If your personal information is not provided to us or you do not consent to the uses to which we put your personal information, we are unable to assess the risk to our client, or carry out our duties as Property Managers. Consequently, we cannot provide you with the tenancy of the premises.

All applicants have read the above privacy disclosure.

Applicant 1 Name _____ Signature _____ Date ____/____/____

Applicant 2 Name _____ Signature _____ Date ____/____/____

Applicant 3 Name _____ Signature _____ Date ____/____/____

Applicant 4 Name _____ Signature _____ Date ____/____/____

application to enter into residential tenancy agreement

EXPLANATION FOR APPLICANTS

Only complete this APPLICATION if You are sure that You want to enter into a Residential Tenancy Agreement with the Lessor of the Premises

The Lessor of the Premises is attempting to locate the most suitable tenant; that is a tenant who pays the rent on time and takes good care of the Premises.

To enable the Lessor of the Premises to determine in their opinion, who is the most suitable person, the Lessor's Property Manager requires some background information about You.

The form "APPLICATION TO ENTER INTO RESIDENTIAL TENANCY AGREEMENT" is not the Residential Tenancy Agreement.

The purpose of this form is:

First, to inform the Lessor of Your details, and Your requirements for the Residential Tenancy Agreement; for example, if You wish to have pets at the Premises.

Second, to inform You of the Lessor's or Property Manager's usual use of one or more residential tenancy databases.

Third, to inform You of the money that is required to be paid prior to taking possession of the Premises; for example, the value of the Security Bond (which may be up to 4 weeks rent), the Pet Bond (which can be up to \$260) and the initial Rent payment (which can be 2 weeks rent in advance).

Fourth, to make You aware of the terms of the Residential Tenancy Agreement (including special conditions) associated with the Lease if Your Application is accepted.

Summary of what will happen if You apply to enter into a Residential Tenancy Agreement with the Lessor

Your action if You wish to apply for the Residential Tenancy Agreement:	<ol style="list-style-type: none"> 1. Complete this Application. 2. Submit this Application to the Property Manager together with any Option Fee that may be requested by the Property Manager.
Lessor's action if You do not succeed with Your Application:	<ol style="list-style-type: none"> 3. If You are not the successful applicant and have paid an Option Fee, the Option Fee will be refunded to You within 7 days of the decision.
Lessor's action if You succeed with Your Application:	<ol style="list-style-type: none"> 4. If You are the successful applicant, the Lessor will provide You with a proposed Residential Tenancy Agreement for the Premises which will grant You the option of entering into a Residential Tenancy Agreement.
What You will then need to do if You are the successful Applicant:	<ol style="list-style-type: none"> 5. If You sign the Residential Tenancy Agreement, comply with all the stipulated requirements for the creation of the Residential Tenancy Agreement set out in Part C of the document, and the Lessor (or the Property Manager) sign the document, a binding Residential Tenancy Agreement will exist between You and the Lessor. In the case of where an Option Fee has been paid there will be no need for the Lessor (or Property Manager) to sign the document for a binding Residential Tenancy Agreement to exist. 6. If any of the events mentioned in clause 5 of this Summary above do not occur the ramifications of that are set out below in clause 18 of Part B of this Application.

FOR: Premises Address:

Address 1			
Address 2			
Suburb		State	Postcode

FROM: Proposed Tenants' Names:

	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		

TO: The Property Manager:

Agency Name	Steven Davis Real Estate		
Address	53 George Street, Kensington, WA, 6151		
Telephone	94749909	Facsimile	
E-mail	pm@sdre.com.au		

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PART A (TO BE COMPLETED BY PROPERTY MANAGER)

1. Premises

Address 1

Address 2

Suburb

State

Postcode

2. Rent \$ per week

3. Option Fee (if applicable) \$

4. If You are the successful applicant, and wish to enter into a Residential Tenancy Agreement with the Lessor, You will be required to pay the following money to the Property Manager:

REQUIRED MONEY

(a) Security bond of \$

(b) Pet bond (if applicable) \$

(c) First two weeks rent \$

(d) Less Option Fee (if paid) \$

(e) **Total** \$

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PART B (TO BE COMPLETED BY YOU)

NOTE: This document is not a Residential Tenancy Agreement and does not grant any right to occupy the Premises

INFORMATION FROM "YOU" (the proposed tenant or tenants)

TENANCY DETAILS

5. You require the tenancy for a period of months from to
6. At a rent of \$ per week
7. Total number of persons to occupy the Premises Adults Children Ages
8. Pets - Type of Pet Breed Reg. No. Age
Type of Pet Breed Reg. No. Age
9. Do you intend on applying for a residential tenancy bond from a State Government Department? Yes No
If Yes, \$ Branch:
10. Bank account details for refund of Option Fee (if applicable)
Bank: BSB:
Account No.: Account Name:

11. Any Special Conditions requested by You:

NOTE: The Lessor is not obliged to accept any of the Your Special Conditions.

12. The address at which You wish to receive the Residential Tenancy Agreement if You are successful and/or notices relating to tenancy
Email (optional):
Fax (optional):
Postal address (required):

PO Box	<input type="text"/>	Town/City	<input type="text"/>	Postcode	<input type="text"/>
Address 1	<input type="text"/>				
Address 2	<input type="text"/>				

13. You declare that You are not bankrupt and that all of the information supplied in this Application is true and correct and is not misleading in anyway.
14. You acknowledge that, having inspected the Premises, You will accept possession of the Premises in the condition it was in as at the date of inspection.
15. By Signing this application You are making an application to lease the Premises. The Lessor may or may not send You a proposed Residential Tenancy Agreement for the Premises.
16. If You are the successful applicant, the Lessor will send You a proposed Residential Tenancy Agreement for the Premises which will contain information about pre-requisites for the creation of a binding Residential Tenancy Agreement. The Residential Tenancy Agreement will be comprised of Parts A, B and C. Parts A and B can be viewed on reiwa.com.au. Part C will also include additional terms agreed to by the parties, a draft of which is attached to this Application.
17. If a sum for an Option Fee is stipulated in Part A, You must pay that Option Fee to the Property Manager at the same time You make this application. The Option Fee must be paid by You by cash or cheque. If You are not the successful applicant and have paid an Option Fee, the Option Fee will be refunded to You by way of an electronic transfer to Your bank account details set out in Part B within 7 days of the decision.

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18. If You are the successful application the Lessor will provide You with a proposed Residential Tenancy Agreement for the Premises which will grant You the option of entering into a Residential Tenancy Agreement:

- (a) if You sign the Residential Tenancy Agreement, comply with all the stipulated requirements for the creation of a binding Residential Tenancy Agreement as set out in Part C of the document (eg returning the document to the Property Manager by the stipulated time, paying full stipulated rental and bond); and:
 - (i) if an Option Fee has been paid THEN a binding Residential Tenancy Agreement will exist between You and the Lessor and any Option Fee will be refunded to You or applied towards the rent; or
 - (ii) if no Option Fee has been paid and if neither the Lessor nor the Property Manager sign the document THEN no binding Residential Tenancy Agreement will exist between You and the Lessor; or
 - (iii) if no Option Fee has been paid and if the Lessor (or the Property Manager) signs the document, THEN a binding Residential Tenancy Agreement will exist between You and the Lessor.
- (b) if You do not sign the Residential Tenancy Agreement or if You do not comply with the pre-requisites for the existence of the Residential Tenancy Agreement You will not have entered into a binding Residential Tenancy Agreement, the option for You to enter such an agreement will lapse, and any Option Fee paid by You will be forfeited to the Lessor.

Note: Under the Residential Tenancy Act 1987 agreements to lease do not have to be in writing and may be entered verbally or by conduct. This clause 18 does not purport to remove any right of parties to reach non-written agreements. However, if the parties wish to enter an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.

19. **YOU MUST UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL APPLICANT AND THE LESSOR PROVIDES YOU WITH A PROPOSED RESIDENTIAL TENANCY AGREEMENT BUT YOU DO NOT COMPLY WITH PRE-REQUISITES FOR THE EXISTENCE OF A BINDING RESIDENTIAL TENANCY AGREEMENT, SET OUT IN PART C OF THE RESIDENTIAL TENANCY AGREEMENT (INCLUDING SIGNING THE RESIDENTIAL TENANCY AGREEMENT, RETURNING IT TO THE PROPERTY MANAGER BY THE STIPULATED TIME, PAY ANY STIPULATED RENTAL IN ADVANCE, SECURITY BOND AND / OR PET BOND) NO RESIDENTIAL TENANCY AGREEMENT WILL COME INTO EXISTENCE AND THE LESSOR MAY ENTER INTO A RESIDENTIAL TENANCY AGREEMENT WITH ANOTHER PERSON.**

20. DEFINITIONS

- (a) **"Act"** means the *Residential Tenancies Act 1987* including any amendments.
"Application" means this Application to enter into a Residential Tenancy Agreement.
"Business Day" means any day except a Sunday or public holiday in Western Australia.
"Lessor" means the person/entity with the authority to lease the Premises.
"Option Fee" means a payment as referred to in section 27(2)(a) of the Act. The amount of the Option Fee is specified in Part A of this application. The amount of the Option Fee is capped as follows:
 - (i) where the weekly rental under the Residential Tenancy Agreement is \$500 or less, an Option Fee of up to \$50 is payable;
 - (ii) where the weekly rental under the Residential Tenancy Agreement exceeds \$500, an Option Fee of up to \$100 is payable;
 - (iii) where the Residential Tenancy Agreement is for residential premises south of the 26th parallel of south latitude and the weekly rent is \$1,200 or more, an Option Fee of up to \$1,200 is payable.**"Premises"** means the address specified on the first page of this document. Any items included or excluded will appear in Part A of the proposed Residential Tenancy Agreement.
"Property Manager" means the real estate agent appointed by the Lessor to lease and manage the Premises.
"Residential Tenancy Agreement" means an agreement in writing in the form prescribed by the Act, comprising of Parts A, B and C. Part C will include additional special conditions as agreed between the parties.
"You" or **"Your"** means the person or persons making the Application to Lease the Premises.
- (b) All acts and things that the Lessor is required or empowered to do may be done by the Lessor or their Property Manager.

21. You agree that for the purpose of this Application, the Lessor or Property Manager may make enquiries of the persons given as referees, next of kin or emergency contacts provided by You, and also make enquiries of such other persons or agencies as the Lessor may see fit.

The personal information You give in this Application or collected from other sources is necessary for the Lessor or Property Manager to verify Your identity, to process and evaluate the Application, to manage the tenancy and to conduct the Property Manager's business. Personal information collected about You in this Application and during the course of the tenancy may be disclosed for the purpose for which it was collected to other parties including to the Lessor, referees, other Property Managers, prospective lessors, third party operators of residential tenancy databases, and prospective buyers of the Premises. Information already held on residential tenancy databases may also be disclosed to the Property Manager or Lessor.

If You enter into the Residential Tenancy Agreement or You fail to comply with Your obligations under any Residential Tenancy Agreement that fact and other relevant personal information collected about You during the course of this Application (including information provided separately to this application) or the Residential Tenancy Agreement may also be disclosed to the Lessor, third party operators of tenancy reference databases (to the extent permitted by law) and debt collectors, other Property Managers, prospective lessors and prospective buyers of the Premises.

If You would like to access the personal information the Lessor or Property Manager holds, You can do so by contacting the Property Manager. See also the attached notice regarding use of residential tenancy databases.

You can also correct this information if it is inaccurate, incomplete or out-of-date. If the information in this Application, is not provided, the Property Manager may not be able to process the Application, or the Residential Tenancy Agreement properly or manage the tenancy properly.

Name:

	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		

Signature:

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NOTICE OF USE OF ONE OR MORE RESIDENTIAL TENANCY DATABASES Section 82C - Residential Tenancies Act 1987

1. It is the Property Manager's usual practice to use one or more residential databases for the purpose of checking an applicant's tenancy history.
2. The name of each residential tenancy database the Property Manager or Lessor usually uses, or may use, for deciding whether a residential tenancy agreement should be entered into with a person are set out below:

3. The contact details for the database operator(s) who operates the database(s) used by the PM as referred to above are as follows:

(a) **TICA** (strike out if inapplicable)

- (i) **Address:** PO Box 120, Concord NSW 2137
- (ii) **Telephone:** 190 222 0346. Calls are charged \$5.45 per minute including GST (higher for mobile or pay phones)
- (iii) **Facsimile:** (02) 9743 4844
- (iv) **Website:** www.tica.com.au

(b) **National Tenancy Database** (strike out if inapplicable)

- (i) **Address:** GPO Box 13294, George Street 120, Brisbane QLD 4003
- (ii) **Telephone:** 1300 563 826
- (iii) **Facsimile:** (07) 3009 0619
- (iv) **Email:** info@ntd.net.au
- (v) **Website:** www.ntd.net.au

(c) **Other Databases** (if applicable)

- (i) **Name:**
- (ii) **Address:**
- (iii) **Telephone:**
- (iv) **Facsimile:**
- (v) **Email:**
- (vi) **Website:**

4. The applicant may obtain information from the database operator in the following manner:

(a) as to TICA:

- (i) Postal and fax application forms can be downloaded from www.tica.com.au. Information regarding application fees can be found on the application form;

(b) as to the National Tenancy Database:

- (i) A request for rental history file can be downloaded from www.ntd.net.au. A link to the form can be found under the tab "For Tenants".
- (ii) A request for rental history may be submitted by post, fax or email.

(c) as to

- (i)

NOTE: This notice is required to be given regardless of whether the Property Manager intends to conduct a search on the particular applicant.

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YOUR (First Person's) PARTICULARS

Given Name(s)					Family Name		
Address 1							
Address 2							
Suburb					State		Postcode
Phone No	Work			Mobile			Home
Email						Gender	
Date of Birth		Place of Birth			Family Name at Birth		
							Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No		State of Issue		Passport No			Country of Issue
Medicare Card No			Ref No		Colour		Expiry Date
Other ID							
Vehicle Type & Registration No							

Anything else to support Your Application

Smoker Yes No

Personal References

a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

Address

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid

Address

Rental Paid \$ Period Rented From To

Reason for leaving

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer Phone No

Period of Employment Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin NAME TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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YOUR (Second Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email		Gender	
Date of Birth	Place of Birth	Family Name at Birth	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	State of Issue	Passport No	Country of Issue
Medicare Card No	Ref No	Colour	Expiry Date
Other ID			
Vehicle Type & Registration No			

Anything else to support Your Application

Smoker Yes No

Personal References

a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer Phone No

Period of Employment Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin NAME TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) (Note: These people may be contacted to verify particulars.)

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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YOUR (Third Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email		Gender	
Date of Birth	Place of Birth	Family Name at Birth	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	State of Issue	Passport No	Country of Issue
Medicare Card No	Ref No	Colour	Expiry Date
Other ID			
Vehicle Type & Registration No			

Anything else to support Your Application

Smoker Yes No

Personal References

a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer Phone No

Period of Employment Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin NAME TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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YOUR (Fourth Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email		Gender	
Date of Birth	Place of Birth	Family Name at Birth	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	State of Issue	Passport No	Country of Issue
Medicare Card No	Ref No	Colour	Expiry Date
Other ID			

Vehicle Type & Registration No

Anything else to support Your Application

Smoker Yes No

Personal References

a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid

Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

Name of previous lessor or managing agent to whom rent was paid

Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

(iii) Occupation (Note: Your Employer may be contacted to verify employment)

Employer Phone No

Period of Employment Wage \$

If less than 12 months, name and address of previous employer

Explanation if no employment:

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin NAME TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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[Large empty rectangular box for application details]

**By Signing this document You are making an application to enter into a Residential Tenancy Agreement in relation to the Premises.
Your Application may or may not be successful.**

Your Signature (**First Person**)

Date

Your Signature (**Second Person**)

Date

Your Signature (**Third Person**)

Date

Your Signature (**Fourth Person**)

Date

INFORMATION FOR TENANT

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**WHAT YOU MUST KNOW ABOUT YOUR TENANCY**

At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:

- a copy of this information statement
- a copy of your residential tenancy agreement
- 2 copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a receipt for any bond that you have paid
- keys to your new home.

UPFRONT COSTS

You are not required to pay:

- more than 2 weeks rent in advance (see "ESSENTIALS FOR TENANTS" below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

ESSENTIALS FOR TENANTS

Follow these useful tips and pieces of information to help avoid problems while you are renting:

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (record of payment) when the bond is lodged with the Bond Administrator at the Department of Energy, Mines, Industry Regulation and Safety. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) – you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see "ENDING THE RESIDENTIAL TENANCY AGREEMENT" in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa-pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa-pool is not in working order or does not comply with *Building Regulations 2012*, contact your lessor or property manager immediately to arrange urgent repairs. If delays occur, or you need more information, contact your local government council.
- Loose blinds or curtain cords or chains which are not fixed out of reach pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

COMPLAINTS AND DISPUTES

For most disputes about keeping a pet or making a minor modification, the Commissioner may make a decision to resolve the dispute.

Note: Information about the Commissioner's dispute process is available on the Consumer Protection website at www.dmirs.wa.gov.au/renting.

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at www.magistratescourt.wa.gov.au or go to the Department of Energy, Mines, Industry Regulation and Safety website at www.dmirs.wa.gov.au/ConsumerProtection to view general information publications about disputes and about the Magistrates Court process.

FURTHER INFORMATION**CONSUMER PROTECTION DIVISION, DEPARTMENT OF ENERGY, MINES, INDUSTRY REGULATION AND SAFETY**

Perth office: 140 William St, Perth, Western Australia 6000 Hours 8:30 a.m. – 4:30 p.m.

General Advice Line: 1300 30 40 54 Email: consumer@dmirs.wa.gov.au

Internet: www.dmirs.wa.gov.au/ConsumerProtection

REGIONAL OFFICES:

Goldfields/Esperance: (08) 9021 9494 | Great Southern: (08) 9842 8366 | Kimberley: (08) 9191 8400

South-West: (08) 9722 2888 | North-West: (08) 9186 8828 | Mid-West: (08) 9920 9800

The WA Government provides funding assistance to the WA Tenancy Network which provides advice, information and advocacy to tenants throughout Western Australia. Contact the Department of Mines, Industry Regulation and Safety - www.dmirs.wa.gov.au/ConsumerProtection Advice Line on 1300 30 40 54 for referral to a centre near you.



Annexure A

A) The tenant/s acknowledges the rent will be charged until the keys to the property are returned and all obligations of the Tenancy Agreement have been fulfilled by the tenant.

B) The tenant/s is/are aware that should they fail to return all keys/remotes issued to them at the end of the tenancy, that the tenant/s will be responsible for the cost of having all entry locks for the property re-keyed by a locksmith. In addition, any keys or remotes that have been obtained during the tenancy must be given to the Agent at the end of the tenancy

C) The tenant/s agrees that if they intend to vacate the premises prior to the expiration of the fixed term agreement, they will be liable for the following costs:

C(i) Paying rent and all outgoing expenses and maintaining the property until either a new tenant moves into the property and starts paying rent or until the Agreement expires (whichever happens first).

C(ii) Reimburse to the owner the unexpired portion of the owner letting fee.

C(iii) Paying the costs of any advertising agreed to by me/us (deposit payable in advance).

D) It is a requirement that carpets be professionally cleaned every twelve months and at the end of the lease. A receipt is to be provided to the real estate agent. We can recommend a carpet cleaner to attend to this if you desire.

E) It is a requirement that any upholstered furniture and window treatments be professionally cleaned every twelve months at a minimum and at the end of the lease. A receipt is to be provided to the real estate agent.

F) The tenant understands and accepts that if a pet is permitted to be kept at the property at the end of this Lease a fumigation will be done on the property upon vacating at the tenants expense, by a licensed contractor and supply to the Agent a receipt as evidence that the fumigation has been done. In addition to Clause 2.7, the tenant is aware that pets are not to enter the home at any time. Approval of pets to be kept on the property may be withdrawn if it is found that the pets constitute a nuisance or are the cause of unreasonable property damage.

G) The tenant understands that if their tenancy is terminated by cause of breach then their name will be added to the National Tenancy Database.

H) Where the lease is held by more than one tenant, individual rental payments will not be accepted, the full amount must be paid at one time.

I) Any mattress protectors in the property will be replaced by the tenant at the end of the tenancy.

J) The tenant/s agree to pay all accounts/invoices by the due date specified on the invoice, should the account/invoice not be paid, a breach notice may be issued. Should a special meter reading be arranged at the end of the tenancy, the cost incurred will be charged to the tenant.



- K) The property is only to be occupied by the Tenant whose name appears on the signed lease agreement, children excepted. The only circumstance under which another can reside is if an application is completed and owner has approved the application.
- L) Maintenance-The tenant/s acknowledge that they are required to notify the Agent of any necessary maintenance within 48 hours of it occurring, where practical.
- M) Whilst conducting the inspections of your rental property, photographs will be taken to highlight maintenance or breach issues. Should you not wish personal items photographed then please cover them or hide them out of sight.
- N) The tenant/s agree not to place any pot plants directly on the carpet/floorboards.
- O) The tenant/s agree that should there be floorboards at the property, floor protectors will be used under all furniture to prevent any scratches/damages.
- P) The tenant is aware and agrees that changing of light globes, cleaning of air conditioning and rangehood filters are the tenants responsibility.
- Q) The tenant/s agrees and is aware that should a gas hot water system not be in working at any stage and has a pilot light, they must attempt to relight this themselves. If a plumber is engaged to attend and relight a pilot light the tenant will be charged the cost of this.
- R) The tenant/s is aware and agrees that no vehicle is to be parked on lawns or common areas.
- S) Smoking- There is to be no smoking inside the property on the balcony at any time. This includes Visitors to the property. Cigarette butts are under no circumstances to be left in the garden, common area or external areas of the property.
- T) The tenant/s is aware that his/her personal effects/furniture/belongings are not covered by the Owners/Strata insurance policy and are to be insured at the tenants own expense.
- U) The tenant will ensure the property is kept secure at all times.
- V) Strata By-Laws
- V(a) The tenant/s confirm receipt of a copy of the by-laws pertaining to the Strata Titles Act 1985 at the time of signing this Agreement, and agree to abide by the conditions contained therein.
- V(b) The tenant/s are aware that visitors must not park in tenants car bays
- V(c) The tenant/s acknowledge that washing etc must not be displayed on balconies or in carports.
- V(d) Tenant/s are not to use common areas as a storage site or rubbish tip and all unwanted goods are to be disposed of by the tenants
- V(e) Common walkways are not to have any of the Tenants possessions, including shoes, plants and furniture.
- W) The tenant/s agree not to place anything over the smoke alarms.



X) Updating of Contacts- The tenant/s shall notify the agent within 14 days of any change in contact details.

Y) Vacating- The tenant/s agree and acknowledge that no less than Thirty (30) days WRITTEN notice is required to the Owner/Agent (i.e to be received 30 days before the expiry of the Lease Agreement) when vacating the premises at the end of the Lease or if vacating under the terms of a Periodic Lease then Twenty One (21) Days WRITTEN notice is required.

Tenant Signature

Tenant Signature