

Application to Enter Into Residential Tenancy Agreement

Property: _____

Application Checklist

We welcome your application either in person at the office or via email, however before submitting your application, please make sure that each Applicant has met the following criteria:

- 1** Read and complete the Application thoroughly. Including your signatures on page 4. We endeavour to process your application as quickly as possible, however please allow 1-2 working days. ☐
- 2** Read the **Special Conditions “Annexure A”** and sign at the bottom of each page. If accepted your lease will include this annexure. ☐
- 3** Provide a copy of your current driver’s Licence and/or passport or 100 points ID as per sheet attached, together with a copy of a current utility bill in your name at the time of handing in your application. **Photo Identification is vital.** ☐
- 4** If you are self-employed, proof of income must be provided. (i.e. Current bank statement for the past 3 months and copy of your last tax return.) Or Provide the last 2 payslips from Employer. ☐
- 5** Australian VISA and Passport details if applicable. (i.e. Photo identification page and page notating entitlement to remain in the country, and/or documentation of approved working VISA, whichever would apply to your current situation.) ☐

If you are successful in applying for a property we will require you to pay the bond (4 weeks rent) plus two weeks rent to secure the property within 24 hours of acceptance. Please note if you have pets, a pet bond of \$260 will also be required.

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	RH Property		
Address	884 Canning Highway, Applecross, WA, 6153		
Telephone	93645199	Facsimile	9364 5159
E-mail	info@rhproperty.com		

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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	\$	<input type="text"/>
(b) Pet bond (if applicable)	\$	<input type="text"/>
(c) First two weeks rent	\$	<input type="text"/>
(d) Less Option Fee (if paid)	\$	<input type="text"/>
(e) Total	\$	<input type="text"/>

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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.

application to enter into residential tenancy agreement

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

	Phone No	
Address		
Rental Paid	\$	Period Rented From
Reason for leaving		

(ii) Previous address of Applicant

	Phone No	
Address		
Rental Paid	\$	Period Rented From
Reason for leaving		

(iii) Occupation

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
Reason for leaving		

(ii) Previous address of Applicant

	Phone No	
Address		
Rental Paid	\$	Period Rented From
Reason for leaving		

(iii) Occupation

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
Reason for leaving		

(ii) Previous address of Applicant

	Phone No	
Address		
Rental Paid	\$	Period Rented From
Reason for leaving		

(iii) Occupation

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
Reason for leaving		

(ii) Previous address of Applicant

	Phone No	
Address		
Rental Paid	\$	Period Rented From
Reason for leaving		

(iii) Occupation

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			

SPECIAL CONDITIONS 'Annexure A'

Australian Privacy Principles - Privacy Act 1988

1. RH Property is committed to complying with its obligations, as required by the Australian Privacy Principles in the Privacy Act 1988.

Before a tenancy is accepted we collect your information to assess the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property. In order to assess your application we disclose your personal information to: The Lessor / Owners for approval or rejection of your application, TICA Default Tenancy Control Pty Ltd (TICA), TICA Assist Pty Ltd (TICA) and National Tenancy Database (NTD) to assess the risk to our clients and verify the details provided in your tenancy application, referees to validate information supplied in your application and other Real Estate Agents to assess the risk to our clients. You can also correct this information if it is inaccurate, incomplete or out of date. If the information is not provided, we may not be able to manage the tenancy effectively.

For more detailed information regarding our Privacy Policy, including how to access the personal information we hold, please refer to our website www.rhproperty.com.au

Acceptance of the Property

2. The tenant(s) has viewed the property and accepts the property in the condition as inspected.

Rent and Other Payments

3. Rent and other items charged in accordance with this lease are to be paid via the BPAY system. Reference details applying to your tenancy only are:
Biller Code: 231621
Reference Number: 100

4. The tenant(s) acknowledges that any accounts levied by RH Property (for example water consumption) are payable within fourteen (14) days.

Parking

5. The tenant(s) agrees to only park in the bay(s) allocated to the property at all times and agrees not to park on the lawn areas at any time.
6. The tenant agrees not to keep unlicensed vehicles on the property.

Utilities

7. Electricity and gas services (where applicable) **must** be transferred into your name upon occupancy and disconnected upon vacating. If the utilities are sub-metered the tenant(s) acknowledges and agrees that the electricity and gas accounts are supplied to the Property Manager (RH Property) and that these accounts will be invoiced direct to the tenant(s) by RH Property with payment to be made to RH Property office within fourteen (14) days.
8. From 1st January 2020, if you receive utility invoices from RH Property and not directly from the supplier (ie large unit complexes), please note you will be charged consumption only and not a supply charge.

Signed by the tenant

General Property Upkeep

9. The tenant(s) acknowledge that trampolines are not to be placed on lawns.
10. The tenant(s) agrees to use drip trays on the driveways/carport areas to prevent oil damage. Drip trays to be purchased at the expense of the tenant(s).
11. Pot plants are not to stand directly on the floors at any time. Any floor damage will be repaired/replaced at the expense of the tenant(s).
12. The tenant(s) agrees not to place any hot objects directly onto any surfaces such as bench tops, carpet or linoleum.
13. The tenant(s) are aware not to leave chemicals such as bleach or heavy duty cleaners underneath the sink and bathroom cabinets close to hoses. This is a preventative measure to minimise the chance of the hose perishing and potentially bursting causing severe water damage.
14. The tenant(s) acknowledges that the burning of candles inside the property is not allowed (unless a power failure should occur). Should this clause not be adhered to, any damage caused by the burning of candles will be rectified at the cost of the tenant (including painting).
15. The tenant(s) is not permitted to use blue tac, glow in the dark stickers or 3M removal wall hooks. Prior written permission from the owner/agent must be given to install additional hooks.
16. Noise is to be kept to a minimum so as not to disturb other residents.
17. The tenant(s) acknowledges that care must be taken if polished boards are at the property with felt under all furniture items. Excessive water or spills to floating boards must be cleaned up immediately as this has the potential to cause damage (warping). Replacement, should this occur, will be the tenant(s) responsibility.
18. It is the responsibility of the tenant(s) to set and check the reticulation system (including sprinkler heads) regularly if installed at the property. Should the reticulation system break down, it is the responsibility of the tenant(s) to ensure the lawns and gardens are adequately hand watered until repairs can be effected.
19. The tenant(s) acknowledges that unless advised otherwise in writing by RH Property, no fireplaces are to be used at any time.
20. The tenant(s) acknowledges that care must be taken if vinyl floors are at the property with felt under all furniture items. Sharp objects or moving heavy objects on the vinyl will damage it. Should damage occur, it will be the tenant's responsibility for replacement.
21. It is the responsibility of the tenant to provide their own shower curtain and to ensure that adequate protection against water damage to the owner's fittings (ie cabinets) is conducted at all times.

Signed by the tenant

22. Refrigerated air conditioner systems need to have the air filters cleaned on an annual basis by the tenant(s) by removing the cover and vacuuming the filter.
23. The tenant(s) agrees that neither they nor visitors will smoke cigarettes, e-cigarettes or vaping products inside the main dwelling.

Tenant Responsibilities

24. The tenant(s) agrees to notify the Agent of any changes to home, work or mobile telephone contact numbers or email address within seven (7) days of occurrence.
25. The tenant(s) acknowledge that the property is not to be sublet at any time.
26. If leasing a Strata Titled property, the tenant(s) agrees to abide by the Strata Company by laws (a copy of the standard by laws is enclosed) noting they may change from time to time.
27. The tenant(s) agree if any contractors are requested to attend to maintenance at the property and no fault is found, it is the tenant's responsibility to pay for the account upon presentation of the invoice.
28. It is recommended that the tenant(s) test the RCD(s) (Residual Current Devices) every three (3) months (as per Department of Commerce and Energy Safety guidelines). Please notify our office in writing immediately if the RCD(s) do not work.
29. It is recommended that the tenant(s) test the Smoke Alarm(s) every month (as per FESA guidelines). Please notify our office in writing immediately if the Smoke Alarm(s) do not work.
30. RH Property encourage all tenant(s) to be aware of the potential hazard corded window treatments pose to children. Where a potential hazard may exist, it is essential that tenants secure loose cords to blinds and curtains, so that they are out of reach of children and advise RH Property of any concerns in writing immediately.
31. Tenancy laws allow tenants to apply to a landlord for permission to affix furniture in order to ensure the safety of a child or person with a disability. The tenant must make the request using the approved form, to be supplied up request by RH Property, and RH Property will respond with 14 days. The tenant must notify RH Property in writing of any damage caused by affixing and removing furniture, and will be asked to repair the damage or compensate the owner for the cost of repair. The tenant must remove the items from the wall at the end of the tenancy and restore the wall to its original condition unless otherwise agreed in writing.
32. Standard tenancy agreements require tenants to not intentionally or negligently cause damage or permit damage to be caused to the residential premises. Tenants will be responsible for damage to common areas and chattels in common areas of premises (including a strata premises). A court may terminate a residential tenancy agreement where the tenant has intentionally or recklessly caused or permitted serious damage to a common area or chattels in the common area of the premises.

Signed by the tenant

Furnished and/or Equipped Properties

33. If the property is fully furnished and beds are supplied, the tenant(s) acknowledge and agree that a new mattress protector has been supplied for their use at the beginning of the tenancy and agree to provide a new replacement mattress protector when they vacate the property.

Properties with Pool and/or Spa

34. The tenant(s) acknowledges and agrees to keep clean and in good serviceable and working order the pool and/or spa and all its ancillary equipment and apparatus including supply of chemicals. In the event the Landlord or Agent is dissatisfied with the standard maintained by the tenant(s) then the tenant(s) agrees to the agent engaging an outside swimming pool and/or spa contractor to attend to the premises the cost of which will be borne by the tenant(s) and added to the regular rent sum. When vacating the property an inspection report from a pool and/or spa shop is to be provided at the expense of the tenant(s) stating the water is in healthy condition and the equipment is in good working order. This report is to be passed to the Managing Agent with the return of the keys. **Pool cleaning is not included in the rent, however there will be a pool demonstration at the commencement of the tenancy.**

After Hours Lockouts

35. The tenant(s) herein acknowledge and agree that it is not the agent's responsibility to assist in after hours calls in relation to misplacement of keys.

Routine Inspections

36. The tenant acknowledges that photographs will be taken at routine inspections and particularly maintenance items that require attention. The tenant may review those photographs at any time by contacting the managing agent.
37. Routine inspections will occur during the hours of 8.30am – 5pm on a nominated weekday and written advance notice (7-14 days) will specify the day of entry and whether entry will occur before or after 12 noon on that day. Our office will contact you in advance so that a mutually convenient time can be arranged if you wish to be present.

Notice to Vacate

38. The tenant(s) acknowledge that under a fixed term lease agreement that they are required to give our office thirty (30) days' notice in writing of their intention to vacate and on a periodic lease agreement that they are required to give our office twenty-one (21) days' notice in writing of their intention to vacate.

Extension of Lease

39. The tenant(s) agrees to arrange an extension of lease (with the owner's consent) at least thirty (30) days prior to the expiry of this lease, or if the tenant remains in possession following expiry on a periodic basis, Part C, Clause 2.5 of the Lease Schedule will apply.

Signed by the tenant

Vacating the Property

40. Upon vacation, the carpets are to be professionally cleaned at the expense of the tenant(s) ideally by a contractor recommended by RH Property. A receipt for cleaning must be produced upon return of all keys to the agent.
41. The tenant(s) is aware that any rubbish left in or around the property at vacation shall be removed at the expense of the tenant(s).
42. The tenant(s) acknowledge and agree to the agent advertising the availability of the premises during any notice period and allowing inspections for prospective tenants during normal business hours. Twenty four (24) hours verbal notice is to be given to the current tenant(s) of such inspection.
43. The tenant(s) agree that the curtains must be dry-cleaned and the property deodorized at the tenant(s) expense should there be excessive cooking odours in the property.
44. The tenant(s) is aware that rent will be charged until all keys are returned to the agents place of business on the notified vacate date.
45. The tenant(s) is responsible for placing felt under all furniture due to the floorboards.
46. The tenant is aware that the visitor parking bay is strictly for short term visitors only and not for general use.
47. The tenant(s) acknowledge and agree that should they wish to vacate the premises before the end of the tenancy, permission may be granted with payment of the following:
 - .. Payment of rent and all other outgoings on the property until it is re-let
 - .. Reimbursement of the unexpired portion of the owner's leasing fee
 - .. Advertising costs
 - .. Upkeep of the property until it is re-let

Signed by the tenant

application to enter into residential tenancy agreement



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OF WESTERN AUSTRALIA (INC.)
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000006325555



**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

100 Points of Identification

	Primary ID Document	Points
1	Full Australian Birth Certificate	70
2	Australian Citizenship Certificate	70
3	Australian Passport (current or expired within last 2 years)	70
4	International Passport	70

Only 1 secondary ID document will attract 40 points (along with 1 Primary ID document noted above). Subsequent secondary ID will attract 25 points per item. Secondary ID with a photo will be accepted as primary ID but only attract the points listed in this table.

	Secondary ID Document	Points
5	Australian Photo Drivers Licence	40 or 25
6	Australian Photo Firearms Licence	40 or 25
7	State or Federal Government Employee Photo ID	40 or 25
8	Centrelink or Social Security Card	40 or 25
9	Department of Veteran's Affairs Card	40 or 25
10	Tertiary Education Institution Photo ID	40 or 25
11	Australian Learner's Permit	40 or 25
12	Medicare Card	25
13	Property Lease or Rental Agreement	25
14	Council Rates Notice	25
15	Property Insurance Papers	25
16	Utilities bill (power, phone, mobile, water or gas)	25
17	Motor Vehicle Registration or Insurance Papers	25
18	Professional or Trade Association Card	25
19	Debit or Credit Cards (Bankcard, ATM card, Visa or Mastercard etc)	25
20	Passbook or Statement from Financial Institution	25
21	Change of Name (is required if ID is in a different name, however does not contribute to points score). Accepted are: Marriage Certificate, Divorce Papers, Change of Name Certificate from Registrar General.	
	Total points score must equal	100

INFORMATION FOR TENANT

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 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
- 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

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 Mines, Industry Regulation and Safety website at www.dmir.wa.gov.au/ConsumerProtection to view general information publications about disputes and about the Magistrates Court process.

FURTHER INFORMATION

CONSUMER PROTECTION, DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY

Perth office: 140 William St, Perth, Western Australia 6000
Hours: 8:30 a.m. – 5:00 p.m. **General Advice Line:** 1300 30 40 54
Email: consumer@commerce.wa.gov.au
Internet: www.dmir.wa.gov.au/ConsumerProtection

REGIONAL OFFICES:

Goldfields/Esperance: (08) 9026 3250 | **Great Southern:** (08) 9842 8366 | **Kimberley:** (08) 9191 8400

South-West: (08) 9722 2888 | **North-West:** (08) 9185 0900 | **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.dmir.wa.gov.au/ConsumerProtection Advice Line on **1300 30 40 54** for referral to a centre near you.