

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:	- Complete this Application. - 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:	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:	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:	- 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. - 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	Airey Real Estate		
Address	1/355 Stirling Highway, Claremont, WA, 6010		
Telephone	92734400	Facsimile	
E-mail	angela@airey.com.au		

application to enter into residential tenancy agreement



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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		\$			

application to enter into residential tenancy agreement

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		Town/City		Postcode	
Address 1					
Address 2					

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.

application to enter into residential tenancy agreement



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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	☐ Yes ☐ 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 ☐ Yes ☐ 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

	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	☐ Yes ☐ 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		To

(ii) Previous address of Applicant

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

(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	☐ Yes ☐ 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			

application to enter into residential tenancy agreement

THESE SPECIAL CONDITIONS WILL FORM PART OF YOUR LEASE AGREEMENT SHOULD YOU BE ACCEPTED FOR THE PROPERTY

ACCEPTANCE

The tenant acknowledges having inspected the premises prior to making an application for tenancy and by doing so, hereby accepts the premises as found on that inspection and as recorded in the Property Condition Report.

PETS

The tenant is not permitted under any circumstances to keep a pet of any description, including dogs, cats, birds, reptiles, caviar etc., at or in the leased premises. In the event that the tenant wishes to seek approval to keep a pet at the premises, application in writing must first be made to the lessors agent. If approval is granted in writing by the lessors agent, then before a pet can be kept, the tenant must consent and agree to any conditions imposed by the lessor and make payment of the applicable pet bond. The agent/lessors decision on this issue will be final and non-negotiable.

CARPET & TILE CLEANING

Upon vacating the premises, the tenant will arrange for the carpets and floor tiles to be cleaned by a professional contractor approved or recommended by the agent, such contractor must possess an ABN and have a registered business name. The tenant must provide to the agent's property manager, a proper receipt from the approved contractor evidencing completion and payment for the work prior to the final inspection.

DISHONOUR FEES

The tenant agrees to accept responsibility to reimburse the lessor/lessor's agent for any bank charges or dishonour fees incurred by the lessor or the agent that arises from any payment made by the tenant that is rejected by the agent's bank. The dishonour charge that will be charged to the tenant is currently \$20.00 per dishonour at date of this lease.

DEBT COLLECTION

The agent/lessor may take legal action and engage the services of a debt collection agency to recover any monies owing to the lessor due to default by the tenant together with any other costs incurred by the lessor in connection with the debt collection service in order to compensate the lessor for any loss incurred as a result of the tenant's default.

FLOOR DAMAGE

The tenant agrees to prevent damage or scratching to timber, tiled or carpeted flooring by placing "floor protectors" underneath furniture such as table legs, chairs, beds and any other items likely to cause damage to the flooring.

PARKING OF VEHICLES

The tenant agrees not to park vehicles, trailers, caravans and boats on the lawn at the property, including street verge lawns without approval in writing from the agent and the local authority. In the case of a unit/apartment/dwelling within a strata complex, the tenant must comply with all rules of the strata complex and obtain approval from the strata company and the agent/lessor for use of parking bays within the complex.

PARKING PERMITS

In a case where a tenant is provided with a residential parking permit(s) by the agent/lessor, the tenant must keep the permit at the property and is responsible to replace a lost permit. A tenant must seek approval from the agent BEFORE applying for a parking permit from the local council.

POT PLANTS

The tenant agrees not to place a pot plant or similar item that may leak water or cause mould damage directly onto an internal floor of the property. The tenant will be responsible for the cost of rectifying any damage caused to the flooring due to default by the tenant in complying with this clause.

DRIP TRAYS IN GARAGES & CARPORTS

The tenant agrees to place drip trays under motor vehicles parked in the garage/carport of the property to prevent oil staining to the garage/carport floor. If the tenant does not comply with this request, the tenant will be liable for the cost of removal of oil stains found on the garage/carport floor at the end of the tenancy.

ACCOUNTS

The tenant agrees to pay in full an invoice for charges issued to the tenant by the agent/lessor within and no later than 14 days from the date of such invoice unless the tenant has raised a legitimate reason not to pay the invoice with the agent. Failure to pay may result in a breach notice for non-payment being issued.

MOULD

The tenant agrees to adequately ventilate all rooms and cupboards at the property at all times to prevent condensation that may contribute to mould. If mould occurs, the tenant agrees to remove and clean off the mould at the tenant's expense unless proof of a building fault is established.

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