

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	Saraceni Real Estate		
Address	Gaetonia House Suite 1, 175-177 Main Street, Osborne Park, WA, 6017		
Telephone	93441160	Facsimile	
E-mail	admin@saraceni realestate.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** \$

Annexures:
100 Points ID (please also send proof of income)
Special Conditions as per Lease Agreement

application to enter into residential tenancy agreement



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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		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 applicatino 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 <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 (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

application to enter into residential tenancy agreement

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**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 bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- 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 Commerce. 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 Commerce website at www.commerce.wa.gov.au/ConsumerProtection to view general information publications about disputes and about the Magistrates Court process.

FURTHER INFORMATION**CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE**

Perth office: Forrest Centre, 219 St Georges Terrace, 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.commerce.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 Consumer Protection Advice Line on **1300 30 40 54** for referral to a centre near you.



100 Point Identification Check

PRIMARY IDENTIFICATION DOCUMENT	SCORE
Full Australian Birth Certificate	70
Australian Citizenship Certificate	70
Australian Passport (current or expired within last 2 years)	70
International Passport	70

SECONDARY DOCUMENTS	SCORE
Only 1 secondary document will attract 40 points, subsequent ID will attract 25 points	
Australian Photo Drivers Licence	40 or 25
Australian Photo Firearms Licence	40 or 25
State or Federal Government Employee Photo ID	40 or 25
Centrelink or Social Security Card	40 or 25
Department of Veterans Affairs Card	40 or 25
Tertiary Education Institution Photo ID Card	40 or 25
Australian Learners Permit	40 or 25
Medicare Card	25
Property Lease or Rental Agreement	25
Council or Shire Rates Notice	25
Property Insurance Papers	25
Utilities Bill (power, phone, mobile, water, gas)	25
Motor Vehicle Registration or Insurance	25
Professional or Trade Association Card	25
Union Card	25
Debit or Credit Card (bankcard, ATM card, Visa, Mastercard etc)	25
Passbook or Statement from Financial Institution	25
Change of Name Documents Required if name is different from ID (does not contribute to points score) acceptable are marriage certificate, divorce papers or Change Of Name Certificate from Registrar General.	

TOTAL POINTS SCORE - MUST EQUAL 100	
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These special conditions will be part of your lease agreement should you be approved for the property.

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

ANNEXURE 'A' - SPECIAL CONDITIONS TO FORM PART OF THE TENANCY AGREEMENT

Please ensure you read the following clauses carefully and SIGN WHERE INDICATED, as they will form part of your legal Tenancy Agreement. These clauses are designed to safeguard your interests by ensuring you, as the Tenant(s), are fully informed of your responsibilities under the Residential Tenancies Act 1987.

1. **ACCEPTING CONDITION OF PROPERTY:** The Tenant/s acknowledges having viewed the premises prior to making an application for the tenancy and accepts the premises as is on the date of viewing.
2. **PROPERTY INSPECTIONS:** The Tenant/s acknowledges routine inspections of the property will be conducted. The first will be approximately six (6) weeks from the commencement of the tenancy and then three (3) monthly thereafter. Access to the property will be by use of our office keys. Should the property fail an inspection the Tenant/s will receive a Notice to Tenant of Breach of Agreement. The Tenant/s understands photos will be taken during the inspection if necessary to highlight any maintenance concerns.
3. **PETS ALLOWED:** If applicable. The Owner agrees to the number of pets and type as stated on the lease. Should any damage occur to the property by the pets, the Tenant/s will be held fully responsible to rectify. The Tenant/s also agree to the Pet Bond of \$260.00 towards fumigation. The Pet Bond will be held from the total Security Bond money for a period of six (6) weeks after vacating the premises for the eradication of fleas, should they appear. Any unused portion of the Pet Bond will be reimbursed after this time.
4. **FULL VACATE CLEAN:** If applicable. The tenant acknowledges when the property has been professionally cleaned prior to the commencement of the original tenancy, the Tenant/s agrees to arrange for commercial cleaning, with the provision of receipts as proof, at the expiration of the tenancy and/or on such other occasions during the term of the tenancy should the Owner/Agent consider the condition of the property warrant such cleaning.
5. **PARTLY/FULLY FURNISHED:** If applicable. The tenant acknowledges the sofa and/or mattress has been professionally cleaned prior to the commencement of the original tenancy, the Tenant/s agrees to arrange for commercial cleaning, with the provision of receipts as proof, at the expiration of the tenancy and/or on such other occasions during the term of the tenancy should the Owner/Agent consider the condition of the sofa and/or mattress warrant such cleaning.
6. **CARPETS:** All carpets are to be PROFESSIONALLY cleaned to satisfaction of the lessor/agent upon vacating and receipt given to Saraceni Real Estate. If the lease extends past 12 months then it is recommended to have carpets professionally cleaned every 12months.
7. **FLOORS:** The tiles to the property are to be professionally steam cleaned on vacating the property. Felt to be placed under all furniture to avoid scratching of the floor coverings. Any damage done to polished floors during the tenancy must be repaired at the tenants expense.
8. **WALLS:** No nails, hooks, screws, stickers or blu-tac are to be placed on doors or walls without prior permission from Saraceni Real Estate. All damages to walls etc must be repaired by the end of the tenancy in a professional manner. All walls are to be cleaned thoroughly upon vacating the property.
9. **LAWNS & GARDENS:** If applicable. The Tenant/s acknowledges maintaining the lawns and gardens to a standard not less than at the commencement of tenancy and as stated on the Property Condition Report. Watering must comply with any restrictions set by the Water Corporation. In the event the Owner/Agent is dissatisfied with the standard maintained then the Tenant/s agree to the Owner/Agent engaging an outside gardening tradesperson to attend to the premises, the cost of which will be borne by the Tenant/s
10. **RETICULATION:** If applicable. The Tenant/s acknowledges and accepts responsibility to ensure the automatic reticulation is set correctly and according for the seasons of the year, ie. That the grounds are sufficiently watered during the warmer months and reduced when necessary within water restriction periods. The Tenant/s is also responsible to ensure the system and sprinklers are maintained in good working order and to report any fault to the Owner/Agent within 48 hours.
11. **WATER CONSUMPTION:** If applicable. The Tenant/s acknowledges and agrees to pay the Water Consumption Account in FULL within 14 days upon receiving the account. Failure to do so will result in a Notice to Tenant of Breach of Agreement.
12. **WATER METER READINGS:** If applicable. The Tenant/s agrees to reimburse the Owner for the cost of the Special Meter Reading conducted by the Water Corporation at the expiration of the tenancy.
13. **VEHICLES:** The Tenant/s agrees that vehicles are not to be parked on the lawn or grassed areas at any time. Drip trays are to be kept on the garage/carport floor to protect it from oil stains. Should staining occur, the Tenant/s are responsible to arrange for high pressure cleaning to remove the stains from the concrete. The Tenant/s shall not carry out any motor vehicle repairs on the premises or store, park or keep any unregistered vehicles on the premises.
14. **RENT & ACCOUNT PAYMENTS:** The tenant agrees that rent MUST be paid in such a manner to ensure that the rent is paid by the due date at all times refer to our rent arrears procedure. Rent may be paid by BPAY, by Electronic Funds Transfer OR by cheque or cash deposit at any Commonwealth Bank branch USING THE DEPOSIT BOOK SUPPLIED. In the event that any cheque payment made by the Tenant/s is dishonoured, the Tenant/s agrees to reimburse to the Owner any bank costs relating to the dishonoured cheque. No future cheques will then be accepted. Third party cheques will not be accepted.
15. **MAINTENANCE AND DAMAGE:** All maintenance must be reported to the Owner/Agent in writing, this includes email. Any damage must be notified to the Owner/Agent within 3 days of damage occurring. Failure to do so will result in the Tenant/s being held liable and responsible for the reimbursement to the Owner for the payment of repairs. If the Tenant/s reports a maintenance problem and no fault is found, the Tenant/s agrees to pay the call out fee. If the maintenance problem is reported and the fault is deemed to be caused by the Tenant/s, the Tenant/s will be responsible for the account.
16. **CONTENTS INSURANCE:** It is the tenants responsibility to take out their own contents insurance on their own contents insurance on their own personal possessions. The landlords insurance does not cover the tenants possessions.

Initials

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

17. **SMOKING: NO SMOKING** inside the property. Should any damage be evident due to cigarette residue, the Tenant/s acknowledges that they are responsible for the rectification costs.
18. **VENTILATION:** All rooms, especially rooms with wet areas are to be aired sufficiently to prevent mildew and mould appearing. Bathroom mould is usually a result of poor ventilation. Exhaust fans where fitted must be used.
19. **POOL & SPA:** The Tenant/s acknowledges and agrees to keep clean and in good serviceable and working order the pool and its ancillary equipment apparatus. In the event the Owner/Agent is dissatisfied with the standard maintained by the Tenant/s then the Tenant/s agrees to the Owner/Agent engaging an outside swimming pool contractor to attend the premises, the cost of which will be borne by Tenant/s.
20. **ERECTION OF NON-PERMANENT FIXTURES:** The erection and/or use of the following items; trampoline, pool, slide, swing, monkey bars, climbing wall, climbing structure, flying fox, rocker, elevated cubby house or platform, are not permitted without consent of the owner and proof of insurance.
21. **KEYS & LOCKS:** In the event the Tenant/s are locked out of their property outside normal office hours including the weekend and Public Holidays, you will need to employ at your cost a Locksmith to gain entry to the property. Any damage caused by the Locksmith is Tenant/s liability. The office must be provided with a new set of keys if locks are changed.
22. **DEFAULT OF TENANCY:** In the event that the Tenant/s wrongfully terminates the Lease agreement prior to the expiration date the Tenant/s agree/s to the following;
- a) The Tenant/s hereby agrees and acknowledges that notice in writing to the Owner/Agent is required when defaulting their Tenancy.
 - b) Pay all rent and other outgoing to the property for the remainder of the lease or until the property is re-let.
 - c) Reimburse the Owner the unexpired portion of the Leasing Fee charged at the commencement of the tenancy, if applicable.
 - d) Reimburse the Owner the cost of the final bond inspection.
 - e) Pay all advertising costs associated with the re-letting of the property.
 - f) The Tenant/s agrees to allow the prospective tenants to view the property at reasonable hours.
 - g) All costs associated with re-letting.
23. **KEYS AT VACATING:** All keys to the property must be returned to our office by 4.30pm on the day of vacating the premises. Rent shall be calculated up to and including the date that all the keys are returned and cannot be deducted from the bond. The Tenant/s shall not fail or refuse to pay any rent due under this agreement with the intention that the amount of such rent shall be recovered by the owner from the security bond. This is an offence in accordance with Section 52 of the Residential Tenancies Act of 1987 and is subject to a maximum penalty of \$1,000.00
24. **RUBBISH REMOVAL:** The Tenant/s agrees to remove all rubbish and unwanted goods upon vacation of the premises and any costs incurred as a result of unwanted goods being left anywhere on the property will be borne by the Tenant/s. This includes placing council bins out for collection and cleaning the bins.
25. **VACATING THE PREMISES:** Upon the Tenant/s vacating the premises the Owner reserves the right to charge rent on a daily basis until the property is rectified to the condition as at the commencement of tenancy (fair wear and tear excepted) if necessary.
26. **SUBLETTING:** Only those persons nominated on the original lease are able to occupy the premises. Under no circumstances can the tenant assign the lease to another party without written permission from Saraceni Real Estate.
27. **WALLS:** No nails, hooks, screws, stickers or blu-tac are to be placed on doors or walls without prior permission from Saraceni Real Estate. All damages to walls etc must be repaired by the end of the tenancy in a professional manner. All walls are to be cleaned thoroughly upon vacating the property.

Professionally cleaned - Y/N
Partly/Fully furnished - Y/N
Carpets professionally steam cleaned - Y/N

I / We the Tenant/s have read and fully understand all of the above Clauses.

Signature Tenant No.1: _____ Date: _____

Signature Tenant No.2: _____ Date: _____

Signature Tenant No.3: _____ Date: _____

Signature Tenant No.4: _____ Date: _____

Initials