

# 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

<b>Your action if You wish to apply for the Residential Tenancy Agreement:</b>	<ol style="list-style-type: none"> <li>1. Complete this Application.</li> <li>2. Submit this Application to the Property Manager together with any Option Fee that may be requested by the Property Manager.</li> </ol>
<b>Lessor's action if You do not succeed with Your Application:</b>	<ol style="list-style-type: none"> <li>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.</li> </ol>
<b>Lessor's action if You succeed with Your Application:</b>	<ol style="list-style-type: none"> <li>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.</li> </ol>
<b>What You will then need to do if You are the successful Applicant:</b>	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>

**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	Peter Kuhne Real Estate		
Address	229 Walter Road West, Morley, WA, 6062		
Telephone	9375 8822	Facsimile	9375 8554
E-mail	reception@kuhne.com.au		

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## PART A (TO BE COMPLETED BY PROPERTY MANAGER)

1. Premises

Address 1

Address 2

Suburb

State

Postcode

2. Rent \$  per week

3. Option Fee (if applicable) \$

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

### REQUIRED MONEY

(a) Security bond of \$

(b) Pet bond (if applicable) \$

(c) First two weeks rent \$

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

(e) **Total** \$

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## PART B (TO BE COMPLETED BY YOU)

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

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

#### TENANCY DETAILS

5. You require the tenancy for a period of  months from  to

6. At a rent of \$  per week

7. Total number of persons to occupy the Premises Adults  Children  Ages

8. Pets - Type of Pet  Breed  Reg. No.  Age   
Type of Pet  Breed  Reg. No.  Age

9. Do you intend on applying for a residential tenancy bond from a State Government Department?  Yes  No

If Yes, \$  Branch:

10. Bank account details for refund of Option Fee (if applicable)

Bank:  BSB:

Account No.:  Account Name:

11. Any Special Conditions requested by You:

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

12. The address at which You wish to receive the Residential Tenancy Agreement if You are successful and/or notices relating to tenancy

Email (optional):

Fax (optional):

Postal address (required):

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

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

# 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:






## 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](http://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](mailto:info@ntd.net.au)
- (v) **Website:** [www.ntd.net.au](http://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](http://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](http://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  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

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Employer  Phone No

Period of Employment  Wage \$

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

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First Next of Kin NAME  TELEPHONE

ADDRESS

Second Next of Kin NAME  TELEPHONE

ADDRESS

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First Contact NAME  TELEPHONE

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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

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Employer  Phone No

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

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NAME  TELEPHONE

ADDRESS

Second Next of Kin

NAME  TELEPHONE

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First Contact

NAME  TELEPHONE

ADDRESS

Second Contact

NAME  TELEPHONE

ADDRESS



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

DOCUMENTS TO CONFIRM YOUR IDENTITY									
Drivers Licence No		State of Issue		Passport No			Country of Issue		
Medicare Card No				Ref No		Colour		Expiry Date	
Other ID									
Vehicle Type & Registration No									
Anything else to support Your Application									

Smoker  Yes  No

Personal References

a) NAME  TELEPHONE

b) NAME  TELEPHONE

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

Address

Rental Paid \$  Period Rented From  To

Reason for leaving

(ii) Previous address of Applicant

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

Address

Rental Paid \$  Period Rented From  To

Reason for leaving

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

Employer  Phone No

Period of Employment  Wage \$

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

Explanation if no employment:

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

First Next of Kin NAME  TELEPHONE

ADDRESS

Second Next of Kin NAME  TELEPHONE

ADDRESS

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

First Contact NAME  TELEPHONE

ADDRESS

Second Contact NAME  TELEPHONE

ADDRESS

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**PLEASE NOTE - THESE CONDITIONS WILL FORM PART OF YOUR LEASE AGREEMENT:**

1. The tenant is aware and permits the owners/agent to take photographs of the interior and exterior of the property as required at inspections.
2. The tenants are required to maintain the gardens throughout the tenancy to the same standard as they are in at the commencement of the tenancy.
3. **BREAKING THE LEASE (Ending the lease early - SUBJECT TO COVID 19 PANDEMIC CONDITIONS)** - If the tenant wishes to vacate the premises before the end of the tenancy agreement, the tenant must:
  - a) continue to pay the rent and all other outgoings on the property until it is re-let or the lease expires whichever is the earlier
  - b) reimburse the Lessor for the costs incurred in re-letting the property including
    - i. the unexpired portion of the letting fee,
    - ii. the final bond inspection fee,
    - iii. the tenancy check fee, and
    - iv. any advertising costs.
  - c) The tenant is also responsible for the upkeep costs of the property, including gardens, pool, and cleaning until it is re-let.
4. Rent will be charged until the keys are returned.
5. **SMOKE ALARMS:** Smoke alarms are required by law in Western Australia to be fitted, hard wired and in good working order. The Lessor and Agent will take care to meet this responsibility but if the electricity is out for any reason there is a backup battery installed. If the battery is low or flat, the smoke alarm will beep intermittently. If it is beeping please change the battery. **DO NOT REMOVE THIS BATTERY** without replacing with another one.
6. The tenants agree to pay any invoice for public utilities, maintenance that is deemed tenant cost, or any other invoice issued by the owner within 15 days of issue if emailed and 20 days if posted only. It is a breach of the lease agreement to not pay any such invoice issued in accordance with this agreement by the due date.
7. If the tenant is offered and agrees to a renewal or extension of this lease, and does not return the signed agreement by the due date required, then a rent increase of 25% of the current rent will be applied as long as the appropriate notice has been provided by the Lessors Agent with the renewal or extension.
8. During the COVID 19 Pandemic, special conditions apply for all residential tenancies in Western Australia:
  - a) Your lease will roll into a periodic lease upon the expiry date
  - b) Your lease may not be terminated by the Lessor for default, specifically rent default, in the circumstances that your income has been adversely affected by COVID 19. You must provide evidence of such effect when requested to, and you will be responsible for any rent not paid during that time so when your circumstances return to normal, you will be asked to make an arrangement to pay the rent arrears off.
  - c) You may apply to the Department of Commerce for assistance with any negotiations with the Lessor if you are unable to reach an agreement please see [www.dmirs.wa.gov.au](http://www.dmirs.wa.gov.au) for more details.
  - d) During the COVID 19 pandemic, we do offer routine inspections either as usual or by remote. You will receive more information on this process when we advise of an inspection.

**IMPORTANT NOTE:**

- A. We will ask you to pay the security bond and two weeks' rent in advance, plus any pet security bond if applicable.
- B. Once you pay the funds into our trust account, we will lodge the security bond with Bonds Administration
- C. The payment of these funds creates a lease agreement under the Residential Tenancies Act WA 1987, and so if you then withdraw from the process of taking possession of the property, **INCLUDING SIGNING THE LEASE AGREEMENT WE PROVIDE WITH THE CONDITIONS ABOVE AND ANY SPECIAL CONDITIONS REQUESTED BY YOU IN YOUR APPLICATION**, the withdrawal **MAY** be treated as a **BREAK LEASE** and subject to the conditions above at the discretion of the Lessor.

**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** )

X

Date

**SIGN  
HERE**

Your Signature ( **Second Person** )

X

Date

**SIGN  
HERE**

Your Signature ( **Third Person** )

X

Date

**SIGN  
HERE**

Your Signature ( **Fourth Person** )

X

Date

**SIGN  
HERE**

**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](http://www.magistratescourt.wa.gov.au) or go to the Department of Commerce website at [www.commerce.wa.gov.au/ConsumerProtection](http://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](mailto:consumer@commerce.wa.gov.au)

**Internet:** [www.commerce.wa.gov.au/ConsumerProtection](http://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.