



**BURSWOOD PENINSULA**

— REAL ESTATE —

**Burswood Peninsula Real Estate**  
26 The Circus Burswood WA 6100  
Ph: 08 9361 1144  
Email: pm@burswoodpre.com.au

## **APPLICATION FOR RESIDENTIAL TENANCY**

### **APARTMENTS**

**IMPORTANT:** To consider your application, we require you to;

- **FILL IN COMPLETELY AND SIGN THE APPLICATION FORM** with all relevant information and reference details and all persons wishing to reside clearly indicated.

**WE WILL NOT PROCESS THIS FORM UNLESS ALL PARTS HAVE BEEN FULLY COMPLETED.**

- Read and sign the Privacy statement (section 21, page 4)
- Provide identification for each person to pass our 100 POINT ID CHECK

<b>PROOF OF IDENTIFICATION REQUIRED – 100 POINTS</b>		
<b>TICK</b>	<b>IDENTIFICATION TYPE</b>	<b>POINT VALUE</b>
<input type="checkbox"/>	Australian Passport	40 Points
<input type="checkbox"/>	Current Agent Tenant Ledger/Record	30 Points
<input type="checkbox"/>	Foreign Passport	30 Points
<input type="checkbox"/>	Current Drivers License (with Photo)	30 Points
<input type="checkbox"/>	Proof of Age Card (with photo)	20 Points
<input type="checkbox"/>	Citizenship Certificate	20 Points
<input type="checkbox"/>	Birth Certificate	20 Points
<input type="checkbox"/>	Current Vehicle Registration	10 Points
<input type="checkbox"/>	Medicare Card	10 Points
<input type="checkbox"/>	Debit/Credit Card	10 Points
<input type="checkbox"/>	Latest Utility Account (with current address)	10 Points

**IDENTIFICATION MAY BE PHOTOCOPIED AT THE OFFICE WHEN  
HANDING IN YOUR APPLICATION.**

# application to enter into residential tenancy agreement



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## 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	Burswood Peninsula Real Estate		
Address	26 The Circus, Burswood, WA, 6100		
Telephone	9361 1144	Facsimile	N/A
E-mail	pm@burswoodpre.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

\$



BURSWOOD PENINSULA  
REAL ESTATE

BURSWOOD PENINSULA REAL ESTATE

NATIONAL AUSTRALIA BANK

BSB: 086-136

ACC: 55-616-2304

REF: SURNAME

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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  Number  Age

Type of Pet  Breed  Number  Age

9. Do You intend 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
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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



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

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

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

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

**20. DEFINITIONS**

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

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

The personal information You give in this Application or collected from other sources is necessary for the Lessor or Property Manager to verify Your identity, to process and evaluate the Application, to manage the tenancy and to conduct the Property Manager's business. Personal information collected about You in this Application and during the course of the tenancy if the Application is successful 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), 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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# application to enter into residential tenancy agreement



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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](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) <b>Name:</b>        | N/A |
| (ii) <b>Address:</b>    | N/A |
| (iii) <b>Telephone:</b> | N/A |
| (iv) <b>Facsimile:</b>  | N/A |
| (v) <b>Email:</b>       | N/A |
| (vi) <b>Website:</b>    | N/A |

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 

N/A
-----
- (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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<b>YOUR (Second Person's) PARTICULARS</b>									
Given Name(s)					Family Name				
Address 1									
Address 2									
Suburb							State		Postcode
Phone No		Work			Mobile			Home	
Email									
Date of Birth		Place of Birth			Family Name at Birth			Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>DOCUMENTS TO CONFIRM YOUR IDENTITY</b>									
Drivers Licence No			State		Passport No				
Other ID									
Proof of Identification (licence number/bankcard etc)									
Vehicle Type & Registration No									
Anything else to support Your Application									
Smoker <input type="checkbox"/> Yes <input type="checkbox"/> 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 (First Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email			
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	Passport No
Other ID		
Proof of identification (licence number/bankcard etc)		
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			
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	Passport No
Other ID		
Proof of Identification (licence number/bankcard etc)		
Vehicle Type & Registration No		
Anything else to support Your Application		

Smoker  Yes  No

Personal References

a) NAME  TELEPHONE

b) NAME  TELEPHONE

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

Address

Rental Paid \$  Period Rented From  To

Reason for leaving

(ii) Previous address of Applicant

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

Address

Rental Paid \$  Period Rented From  To

Reason for leaving

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

Employer  Phone No

Period of Employment  Wage \$

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

Explanation if no employment:

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

First Next of Kin NAME  TELEPHONE

ADDRESS

Second Next of Kin NAME  TELEPHONE

ADDRESS

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

First Contact NAME  TELEPHONE

ADDRESS

Second Contact NAME  TELEPHONE

ADDRESS

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## YOUR (Fourth Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb			
Phone No	Work	Mobile	State
Email		Postcode	
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	Passport No
Other ID		
Proof of Identification (licence number/bankcard etc)		
Vehicle Type & Registration No		
Anything else to support Your Application		

Smoker  Yes  No

Personal References

a) NAME  TELEPHONE

b) NAME  TELEPHONE

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

Address  Phone No

Rental Paid \$  Period Rented From  To

Reason for leaving

(ii) Previous address of Applicant

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

Address  Phone No

Rental Paid \$  Period Rented From  To

Reason for leaving

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

Employer

Period of Employment  Phone No

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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Annexure "A" pages 1, 2 & 3 forms part of this application form.

The tenant(s) acknowledge that they have read and understood the terms as set out in Annexure "A".

X [ ] Initials

X [ ] Initials

X [ ] Initials

X [ ] Initials

**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

## 7.0 ATTACHED SPECIAL CONDITIONS ANNEXURE FORMS PART OF THE LEASE AGREEMENT

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
- (b) they do not conflict with the Residential Tenancies Act 1987, the Residential Tenancies Regulations 1989, or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the Fair Trading Act 2010; and
- (d) they do not conflict with the standard terms of this agreement.

7.1 The tenant agrees that neither they nor any visitors will smoke cigarettes inside the dwelling.

7.2 The tenant agrees not to keep any pet or animal on the premises without written permission from the Lessor or Property Manager. A pet bond must be paid, currently \$260.00 and the "Special Condition For Pet" form completed prior to approval. Pets are to be kept outside or off carpeted areas if permitted inside at all times unless otherwise permitted in writing by lessor.

7.3 Tenant/s must pay their own electricity, gas, water, telephone & internet charges where applicable. If you are in a Strata complex often these utilities are billed directly to the owner, if this is the case we will invoice you and these accounts must be paid promptly.

7.4 The tenant acknowledges that rent is to be paid in advance or on time and should the tenant fail to do this a breach or termination notice may be issued. If rent remains outstanding by the expiry of the notice the lessor can apply to the local court for termination of the Tenancy Agreement and vacant possession of the premises. Costs associated with the early termination and vacant possession order as a result of the tenant's breach or failure to comply with all conditions contained in the lease agreement, maybe charged to the tenant and payable as damages.

7.5 The tenant agrees to give the agent/lessor 30 days written notice to vacate if on a fixed term lease.

7.6 The tenant acknowledges that should their circumstances require them to vacate the premises prior to the expiration of their lease agreement, the tenant agrees to advise the Property Manager, in writing of their intention to vacate the premises, and request permission from the owner to terminate their Lease Agreement. By breaking the agreement early the tenant will be responsible for rent until the property is re-let or until the agreement expires (whichever happens first), together with any costs reasonably incurred by the Lessor in respect of re-letting the premises.

The tenant to Pay:

- A. The rent and all other outgoings on the property until the day before the property is re-let on behalf of the Lessor.
- B. Reimbursement to the Lessor of the unexpired portion of the letting fee charged at the commencement of the Tenancy agreement.
- C. Reimbursement to the Lessor for the cost of the final inspection fee.
- D. Advertising Costs.
- E. The costs associated with the general upkeep of the property until it is re-let and any damage that occurs can be deducted from the tenants bond.

7.7 The tenant acknowledges that photos will be taken at each routine inspection of the internal and external areas of the property and forwarded to the owner.

7.8 The tenant agrees to have the carpets professionally STEAM cleaned (if applicable) at the end of their tenancy. No DIY cleaning is permitted. If a pet has been permitted at the property you must also have the premises fumigated and provide a receipt for the both carpet cleaning & fumigation when returning the keys. We highly recommend either Steve from Carpet Fresh on 0412 099 923 or Ultra Clean on 0412 848 302, call them for a free quote. If you fail to comply with these conditions carpet cleaning will be arranged by us and deducted from your bond.

7.9 The tenant accepts the property in the condition as shown on the day they inspected the property prior to completing a Tenancy Application. Unless otherwise agreed in writing.

8.0 If the tenant/s lose any keys, remotes and/or security keys you are responsible for the cost of replacement. If you should lock yourself out outside of Burswood Peninsula Real Estates office hours, you may try contacting our after-hours number on 9361 1144 otherwise you must call a locksmith, however costs associated with this will be your responsibility. Locksmiths approved by Burswood Peninsula Real Estate are Lighthouse Locksmiths 9455 3083 or Fort Locks on 0413 054 560. If during normal business hours, you may contact the office and borrow the office key.

8.1 The tenant/s is responsible for replacing the battery/s when required in fittings such as smoke alarms, doorbells, garage remotes and air conditioning remotes where applicable.

8.2 Shower screens and tiles to be cleaned regularly with the appropriate products, be it for mould, soap scum or calcium build up. Bench tops and stainless steel appliances also need to be cleaned with the appropriate cleaners and these must be non-abrasive. Check with your property manager if you are unsure.

- 8.3 The tenant agrees not to park any boat, trailer or vehicle on the lawns or prohibited areas.
- 8.4 Due to legislation regarding pools and spas tenants are strictly forbidden to erect portable pools & spas on any area of the property. This includes "paddling pools" with a wall height of more than 30cm (1ft).
- 8.5 The tenant is to regularly test all smoke alarms in the property (in accordance with the Building Amendment Regulations, 2009). The tenant agrees to formally raise any issue concerning non-working smoke alarms by completing a Maintenance Request Form and forwarding to the Agent for processing.
- 8.6 The tenant shall regularly test (every three months) the RCD's by pushing the "TEST" button. The tenant agrees to formally raise any issue concerning a non working RCD by completing a Maintenance Request Form and forwarding to the office for processing.
- 8.7 If the residential premises has a pool the tenant accepts the requirement to provide a pool report at the tenants expense on vacation of the premises, and that the report will not be completed more than 1(one) day prior to the day of vacation.
- 8.8 Extractor fans in bathrooms/laundry are to be cleaned regularly and kept free of dust.
- 8.9 If the property comes with a clothes dryer, the lint filter must be cleaned after each use to prevent fire risk.
- 9.0 Windows are to be professionally cleaned at vacate if the windows where professionally cleaned prior to occupancy & a receipt provided.
- 9.1 If the property is either fully or partly furnished and/or equipped, the tenant agrees to maintain all items with due care. Any damage caused to the owners property, with the exception of fair wear and tear, may be on-charged to the tenant.
- 9.2 The tenant agrees to report maintenance in a timely manner and submit a maintenance request form for all non-urgent maintenance. Should maintenance relate to an essential service ie hot water service, power outage, gas leak please contact us on 9361 1144 or your Property Manager. Refer to Emergency Maintenance Guidelines in your tenant pack.

9.3 If the property includes linen, the tenant hereby agrees to have all linen, including towels, professionally dry-cleaned upon vacating. The tenant also agrees to leave all items in the dry cleaning bags with receipt attached. Failure to do so will result in the agent automatically arranging for this to be done at the tenants expense, plus an administration fee of \$60.00 payable for travel and time expenses.

9.4 The tenant agrees to leave all furnishings in the same room/area as listed on the property condition report/inventory at vacate. Failure to do so will result in a charge of \$66.00 (inc GST) per hour being charged for the placement in the correct areas.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE RESIDENTIAL TENANCIES ACT 1987. HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

Signature X \_\_\_\_\_ Date: / /

Signature X \_\_\_\_\_ Date: / /

Signature X \_\_\_\_\_ Date: / /

Signature X \_\_\_\_\_ Date: / /

## **ARREARS POLICY**

At Burswood Peninsula Real Estate we have a very strict arrears policy.

Rent **must be paid on or before the due date** to ensure that the landlord receives their funds on time to meet their commitments.

Should we not take the appropriate action within a certain time frame, the landlord's insurance policy can be prejudiced or void.

Our process is detailed below:

**1-2 days overdue:** We will remind you either by SMS text message or by telephone.

**3 or more days overdue:** Should we not hear from you or receive funds by the following day we will issue a Breach of Agreement or Notice of Termination for Non Payment of Rent. *(Please note: In the event you discuss a payment arrangement with a property manager a Breach Notice must still be issued.)*

**7-10 days overdue:** Should the Termination Notice expire within 7 days of being issued and we have still not received payment or communication from you, we will commence proceedings to obtain vacant possession of the property and payment of any arrears outstanding.

Once we get to this stage your details may be lodged on the **National Tenancy and Tenancy Information Australia Databases** which will affect your future rental prospects across Australia.

It is in your best interests to keep your rent up to date at all times to avoid the above action being taken.

Please contact your property manager if you are experiencing difficulties with your payments as soon as you start to experience issues as we may be able to come to an arrangement between yourselves and the owner/s of the property.

**DO NOT IGNORE OUR REMINDERS AS PROCEEDINGS WILL COMMENCE REGARDLESS.**

By signing this page you agree to acknowledge the above terms as part of your lease.

Signed:

Dated:

\_\_\_\_\_  
(Tenant Name)

Signed:

Dated:

\_\_\_\_\_  
(Tenant Name)



**STRATA TITLES ACT 1985**

**SCHEDULE.**

SCHEDULE 2. (section 42 (2))

BY-LAWS.

- |   |  |
|---|--|
| Vehicles.   | 1. A proprietor, occupier, or other resident of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the strata company.  |
| Obstruction of common property.                       | 2. A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.  |
| damage to lawns, etc., on common property.            | 3. Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot shall not-<br>(a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or<br>(b) use any portion of the common property for his own purposes as a garden.   |
| behaviour of proprietors and occupiers.               | 4. A proprietor, occupier, or other resident of a lot shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or other resident of another lot or to any person lawfully using common property.   |
| children playing upon common property in building.    | 5. A proprietor, occupier, or other resident of a lot shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.   |
| depositing rubbish, etc., on common property.         | 6. A proprietor, occupier, or other resident of a lot shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier, or other resident of another lot or of any person lawfully using the common property.  |
| drying of laundry items.                              | 7. A proprietor, occupier, or other resident of a lot shall not, except with the consent in writing of the strata company-<br>(a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose; or<br>(b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building. |
| signage   |  |
| storage of inflammable liquids, etc.                  | 8. A proprietor, occupier, or other resident of a lot shall not, except with the approval in writing of the strata company, use or store upon the lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.   |
| Moving furniture etc., on or through common property. | 9. A proprietor, occupier, or other resident of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council sufficient notice of his intention to do so to enable the council to arrange for its nominee to be present at the time when he does so.   |
| Floor coverings.                                      | 10. A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot.   |



Garbage disposal.

11. A proprietor or occupier of a lot -
  - (a) shall maintain within his lot, or on such part of the common property as may be authorized by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
  - (b) comply with all local government authority by-laws and ordinances relating to the disposal of garbage;
  - (c) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage.

**Additional duties of proprietors, occupiers, etc.**

12. A proprietor, occupier or other resident shall not -
  - (a) use the lot that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building;
  - (b) make undue noise in or about any lot or common property; or
  - (c) subject to section 42(15) of the act, keep any animals on the lot that he owns, occupies or resides in or the common property after notice in that behalf given to him by the council.

**Notice of alteration to lot**

13. A proprietor of a lot shall not alter the structure of the lot except as may be permitted and provided for under the act and the by-laws and in any event shall not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

**Appearance of lot**

14. A proprietor, occupier or other resident of a lot shall not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.



ANNEXURE [ 7.2 ]

## PART C RESIDENTIAL PROPERTY LEASE

### Special Condition for a Pet

Tenant:			
Lessor/ Lessor's Agent:	BURSWOOD PENINSULA REAL ESTATE		
Address of Premises:			
Type of Pet:		Name of Pet:	
Age of Pet:		Registration Number:	

("Pet" refers only to the pet or pets referred to above).

**The Lessor and Tenant agree that the Tenant may keep the above Pet at the Premises on the following conditions:**

1. The Tenant must be a responsible pet owner, showing due care for the cleanliness of the Pet and the Lessor's Premises and for the amenity of the neighbourhood.
2. If the Premises are part of a strata scheme and the Strata Owners resolve that pets cannot be kept on the strata lot comprising the Premises then the Tenant must remove the Pet from the Premises.
3. If the Tenant breaches these conditions and fails to remedy any breach within 14 days after written notice of breach has been given then the Tenant must immediately remove the Pet from the Premises.
4. The Tenant agrees to abide by any laws or by-laws of the Local Government Authority relating to pets.
5. Any additional or replacement pets to the Pet must be approved by the Lessor in writing, and if approved, will be subject to these conditions.
6. The Lessor may at any time request, and the Tenant must provide, a photograph of the Pet.
7. The Lessor and Tenant agree that the Pet must:
  - a. be kept clean, quiet and controlled at all times,
  - b. be free from parasites and disease,
  - c. be domesticated,
  - d. not disturb neighbours, other tenants or other pets,
  - e. not wander unsupervised (except for a cat which must be kept indoors at night),
  - f. be toilet trained,
  - g. receive appropriate veterinary care where required,
  - h. be under control or on a lead when passing through any common property, so that the Pet does not disturb other tenants, their visitors or other pets.
8. The Tenant is responsible for keeping all areas where the Pet is housed and fed clean, fresh, safe and free from parasites.
9. The Tenant must promptly pick up and dispose of all faeces (pet droppings) in an appropriate bag and have them placed in a rubbish bin and wash away urine from outdoor areas.
10. The Tenant is liable for any damage or injury caused by the Pet to the Premises and will pay the Lessor for any costs or expenses incurred by the Lessor as a result of damage or injury to any person or property. Damage includes destruction or damage to garden, lawn, reticulation and courtyard areas.
11. The Tenant warrants that, having inspected the Premises, the fences at the Premises are adequate to enclose the Pet. If the fences are not effective at enclosing the Pet, then the Tenant must make alternative arrangements to accommodate the Pet.
12. If the fence is damaged (not by the Tenant or the Pet) and becomes inadequate to enclose the Pet, then the Tenant must (a) promptly notify the Lessors' Agent and (b) make alternative arrangements to accommodate the Pet, until the fence is repaired.
13. If the Pet is capable of carrying parasites that can affect humans then the Tenant agrees to increase the Security Bond by \$260 (Pet Bond).

Tenant's signature:

Please print name here:  Date:

Lessor/ Lessor's Agent signature:

Please print name:  Date:

