



Property Application Form & Instructions

To ensure your application is processed in a timely manner, please follow the below instructions. If you do have any questions or require assistance, please feel free to contact our office on 9225 7000.

Filling in the Application

- All tenants that will be residing within the premises and are over the age of 16 must fill out their details and sign where indicated.
- Please **DO NOT** use liquid paper on this application. If the application is submitted and liquid paper has been used, the application **WILL NOT** be accepted.
- Ensure that your application has been filled out and completed correctly. If your application is not completed in full and signed correctly, this may cause delays.

Submitting Your Application

- **Applications can be submitted in the following ways:**
 1. In person at: Suite 28/ 118 Royal Street, East Perth
 2. Via Fax on: (08) 9221 6165
 3. Emailed to: asset-reception@markhay.com.au
- ID Requirements – Please ensure that the below ID documents are submitted with your application. Failure to submit your ID may cause delays in processing your application

120 Point check required with all applications

Passport	100 points
Proof of current address	ie: 2 x utilities bill = 10 points each
Driver's License or Proof of age card	80 points
Bank Card	10 points
Medicare Card	10 points

Example: Passport 100 Points + Bank Card 10 points + Medicare Card 10 Points = 120 points

- Proof of Income must be provided ie: 3 recent payslips/work contract
- Copies of **current** bank statements must be provided with your application (Your full name and current address must be visible on the bank statements provided)
- Migration/Student Visa's must be provided where applicable

Processing Your Application

- The application process will take a minimum of 2 working days. Our Office will call you to advise you of the owner's decision
- Please ensure that you notify your employer and personal references that we will be in contact. If we are unable to get in contact with your reference, this may cause delays

APPLICATIONS HELPLINE: 9225 7000



INFORMATION FOR LESSORS (LANDLORDS) AND APPLICANTS

The application form

This application form will assist the lessor (landlord) to select a tenant to rent the premises.

The lessor/property manager will require some information about the applicant in this form, such as rental history and how the rent will be paid. The application may not be approved if not enough information is provided.

This form does not form part of a tenancy agreement. The rights and obligations of the tenant and lessor are governed by the *Residential Tenancies Act 1987*.

Option fee

An option fee is a sum of money that may be paid by an applicant to a lessor or their property manager when lodging a rental application. For most properties, the option fee is capped at \$50 or \$100 depending on the weekly rent (refer to the Residential Tenancies Regulations 1989). If the lessor/property manager decides not to offer the applicant the tenancy, they must return the option fee by cash or EFT within 7 days of the decision to refuse the application. If the applicant takes up the tenancy, the lessor/property manager can either return the option fee in full or credit it towards the first rent payment. The applicant may apply to the Magistrates Court for the return of any option fee owed to them by the lessor. If the applicant decides not to rent the property after being offered the tenancy, the option fee may be forfeited.

Tenancy databases

Private tenancy databases are used to check a tenant's rental history. When a prospective tenant applies for a tenancy, the lessor/property manager must provide a written notice outlining the databases they use and the contact details. This written notice is provided at Attachment A.

Other database obligations include: advising tenants if personal information about them is listed on a database, updating listings for accuracy, and only listing a tenant if the tenancy has ended and the amount owing is more than the bond or a court has made an order terminating the residential tenancy agreement.

For more information about tenancy databases refer to the Department of Commerce's publications *Tenancy databases* or *Renting out your property*. The tenancy database provisions are consistent with the National Privacy Principles established by the *Privacy Act 1988* (Cth).

Equality

All applicants must be considered in accordance with the *Equal Opportunity Act 1984* (WA). There must be no discrimination based on: sex, marital status, pregnancy, gender history, parental or carer status, sexual orientation, race, religious or political conviction, disabilities, mental health, age or discrimination by personal association with someone else who may be treated unfairly on the basis of any of the above.

See next page for Attachment A

For further information about tenancy rights, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or www.commerce.wa.gov.au/ConsumerProtection.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.



Attachment A

Written Notice about Use of Tenancy Databases Section 82C(2)

Residential tenancy databases are often used by lessors (landlords) and property managers to check an applicant's tenancy history and improve their chances of finding a reliable tenant.

Under the *Residential Tenancies Act 1987*, lessors and property managers must provide written notice to prospective tenants about the residential tenancy databases that they use.

The database/s we use are:

National Tenancy Database

Phone: 1300 563 826

Email: info@ntd.net.au

Website: <http://www.ntd.net.au/>

Download the "NTD REQUEST FOR RENTAL HISTORY FILE Form" from their website and either mail, fax or email your completed form to NTD along with a photocopy of identification.

(how to obtain information from the database operator)

TICA

Phone: 190 222 0346 (Note: calls charges at \$5.45 per minute)

Website:

<http://www.tica.com.au/>

(insert database operator contact details)

Download the "Tenant Form" from their website and either mail or fax your completed form to TICA. (Note: fee of \$33 per search). OR via phone on 190 222 0346 (Note: calls charges at \$5.45 per minute)

If we discover personal information about you on a tenancy database during the application process, we will advise you within 7 days of using the database.

For further information about tenancy rights, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or www.commerce.wa.gov.au/ConsumerProtection.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.

1. The Tenant(s) agree to give thirty (30) days notice in writing if they wish to vacate the above mentioned property on the expiry date of this lease agreement. The Tenant(s) agree to allow the Agent to show prospective Tenants through the premises when reasonable notice is given.
2. The Tenant(s) acknowledges having inspected the premises prior to making an application and therefore accepts the property in 'as is' condition.
- 3 Rent shall be calculated up to and including the date that all keys and remotes are returned to the Agent.
4. Stainless Steel appliances are to be cleaned with a soft cloth and **NOT** a scourer. If the item is damaged, replacement **WILL** be at the Tenant(s) cost.
5. Pot plants are not to be placed on carpets or any other flooring without a suitable saucer to catch excess water. Pots must be moved on a regular basis to avoid moisture build up in the area and to prevent damage to the flooring.
6. Hot items are not to be placed on carpet, lino or kitchen bench tops. Any damage caused by this act, **WILL** result in the Tenant(s) being charged for repairs.
7. The Tenant(s) agrees to use a drip tray on the carport/garage floor to prevent oil stains occurring.
8. Gardens are to be watered on the registered watering days only. If the Owner is fined by the Water Corporation for failing to water on the correct days, the Tenant(s) agrees to pay for this fine.
9. Tenant(s) are not to use blue tack, sticky tape or 3M hooks on the walls. Any nails driven into the walls are to be approved by the Owner in writing. Any damage occurred by this act, will result in the Tenant(s) being charged for repairs.
10. No Tenant(s) has permission to display any sign or advertising material that is visible from the outside of the building.
11. The Tenant(s) will be provided with 1 set of security remote controls, where applicable. If the control is lost, broken or not working due to damages, the Tenant(s) must pay for replacement.
12. Tenant(s) under this agreement shall notify the Agent within fourteen (14) days of any change of employment as per Section 53 of the Residential Tenancies Act 1987.

Current Employer: _____

Current Employer Address: _____

Current Employer Phone Number: _____

Current Employer: _____

Current Employer Address: _____

Current Employer Phone Number: _____

Current Employer: _____

Current Employer Address: _____

Current Employer Phone Number: _____

13. Please do not park on lawns, front verge, any car bays apart from your allocated bay or in front of gates and bins. If your vehicle is clamped due to parking in unallocated bays, the Agent/ Owner will not be held responsible and all costs will need to be paid by the Tenant(s).
14. The Tenant(s) agrees that the rent will be reviewed at each six month interval. The rent may or may not be increased. Fixed 5% maximum

15. If the Tenant(s) wishes to vacate the premises prior to the expiration date of their lease, they will advise the Agent in writing of their intentions, and will be responsible for but not limited to the following costs: (all prices including GST)
 - a) Rent to be paid up until the new tenant takes possession or expiry of lease (or whichever occurs first)
 - b) The unexpired portion of the letting fee
 - c) Advertising costs to relet the property
 - d) Compensation for reasonable losses or costs that the owner may suffer due to the early termination of the lease
 - e) All other costs as advised in writing upon the tenants' written request to terminate the agreement
16. The Tenant(s) has been advised by the Agent and acknowledges that they are responsible for the insurance of their own personal belongings during the tenancy (contents insurance). The Owner does not hold insurance cover for the Tenant's belongings. If the Tenant(s) wishes to insure their belongings, they must make their own enquiries and secure their own insurance policy.
17. Where the property is furnished, the Tenant(s) agrees to having any upholstered chairs and sofas professionally cleaned at their expense at the termination of the tenancy and to provide a receipt to the Agent no more than 48 hours prior to handing in the keys to the Agent.
18. The Tenant(s) agrees to have curtains and blinds, where applicable, cleaned at their expense at the termination of the tenancy and to provide a receipt to the Agent no more than 48 hours prior to the keys being handed into the Agent.
19. Where floorboards are present in the property, the Tenant(s) agrees to use furniture protectors under all furniture placed on the floorboards. The Tenant(s) agrees that any damage caused to the floorboards by the Tenant's neglect will be repaired at the Tenant's expense.
20. The Tenant(s) agrees to replace all mattress protectors, pillows and pillow protectors at the end of their tenancy, at their expense, and to provide receipt to the agent.
21. Where the property has carpet, the Tenant(s) agree to have all carpets at the property professionally steam cleaned at the end of the tenancy by a preferred contractor approved by the Agent and providing a receipt to the Agent no more than 48 hours prior to the keys being handed into the Agent.
22. The Tenant(s) agrees to carry out quarterly tests on the Residual Current Devices (RCD Switch) which is located in the main power supply box in the apartment. The Tenant(s) also agrees to inform the agent if the RCD does operate.
23. If applicable, a copy of the strata by laws will be emailed to the tenant within 14 days of the lease commencement date
24. The lease must be signed and two weeks rent and four weeks rent for bond must be paid within 48 hours of acceptance.
25. Tenants understand and agree that correspondence and notices may be sent via email.

By signing below, the tenant(s) understand and agree to the above special conditions.

Signed by Tenant	Date	Signed by Tenant	Date
Signed by Tenant	Date	Signed by Tenant	Date
Signed by Managing Agent	Date		

EXPLANATION FOR APPLICANTS

Only complete this OFFER and pay the Option Fee if you are sure that you want to enter into a Lease with the Owner for the Premises, or hold the Premises for a period.

The Owner 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 Owner of the Premises to determine in their opinion, who is the most suitable person, the Agent requires some background information about you.

The form "OFFER OF OPTION TO LEASE RESIDENTIAL PROPERTY" is not the Lease.

The purpose of this form is:

First, to inform the Owner of Your details, and your requirements for the Lease; for example, if You wish to have pets at the Premises.

Second, 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 can 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).

Third, to make You aware of the terms of the Lease (including special conditions) associated with the Lease if the Offer is accepted and the Option is accepted.

Fourth, if Your Offer is accepted, to create an Option to Lease the Premises. If the Owner accepts Your offer, then the Owner gives You the Option to Lease the Premises. You will have two (2) Business Days from the time when the Owners Agent informs You that Your offer has been accepted in which to make a final decision if You want to enter into the Lease. This is a holding period. If you enter into the Lease, then the Option Fee will be credited to the rent payable. If You decline the opportunity to enter into the Lease during the two (2) Business Days, then the Owner will keep the Option Fee.

Summary	
Your Action:	<ol style="list-style-type: none"> 1. Complete this Offer. 2. Submit this Offer with the Option Fee to the Agent.
Owner's Action:	<ol style="list-style-type: none"> 3. Accept or reject the Offer If the Offer is rejected then the Option Fee is returned to You.
Your Action:	<ol style="list-style-type: none"> 4. If the Offer is accepted, then you have two (2) Business Days to consider entering into the Lease. 5. If You withdraw after acceptance of Your Offer by the Owner, then You will forfeit (lose) the Option Fee.

Property

Tenants

PART A
(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

1. Premises

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

3. At a rent of \$ per week / fortnight / month

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

5. Pets - Type of Pet Breed Number Age
 Type of Pet Breed Number Age

6. Do You intend applying for a residential tenancy bond from a State Government Department? Yes No
 If Yes, \$ Branch:

7. Tenant's Special Conditions required by You:

NOTE: The Owner may not accept any of the Tenant's Special Conditions.

8. Your Bank Account Details -
 Bank: BSB: Account No.:
 (to return Option Fee) Account Name.:

9. (a) You declare that You are not bankrupt and that all of the information supplied in this Offer is true and correct and is not misleading in any way.
 (b) You acknowledge that, having inspected the Premises and if Your Offer is accepted and the Option is exercised, You will accept possession of the Premises in the condition it was in as at the date of inspection.
 (c) You make this Offer jointly and severally. Service of any notices to any one of You will be deemed to be service on all of You.

offer of option to lease residential premises



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YOUR (First Person's) PARTICULARS

Your Name
(SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth Nationality

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Lic'ence 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 owner 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 owner 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 ADDRESS TELEPHONE

Second Next of Kin
NAME ADDRESS TELEPHONE

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

First Contact
NAME ADDRESS TELEPHONE

Second Contact
NAME ADDRESS TELEPHONE

offer of option to lease residential premises



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YOUR (Second Person's) PARTICULARS

Your Name
(SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth Nationality

DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's 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 owner 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 owner 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 ADDRESS TELEPHONE

Second Next of Kin
NAME ADDRESS TELEPHONE

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

First Contact
NAME ADDRESS TELEPHONE

Second Contact
NAME ADDRESS TELEPHONE

offer of option to lease residential premises



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YOUR (Third Person's) PARTICULARS

Your Name	(SURNAME)	(FIRST NAME)	(MIDDLE NAME)
Present Address			
Phone No Work	Phone No Home		
Mobile	Email		
Date of Birth	Nationality		

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Lic'ence 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 owner 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 owner 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	ADDRESS	TELEPHONE
NAME		
Second Next of Kin	ADDRESS	TELEPHONE
NAME		
Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]		
First Contact	ADDRESS	TELEPHONE
NAME		
Second Contact	ADDRESS	TELEPHONE
NAME		

PRIVACY

10. You agree that for the purpose of this Offer, the Owner or Agent may make enquiries of the persons given as referees, next of kin or emergency contacts by You, and also make enquiries of such other persons or agencies as the Owner may see fit.

The personal information You give in this Offer or collected from other sources is necessary for the Owner or Agent to verify Your identity, to process and evaluate the Offer, to manage the tenancy and to conduct the Agents business. Personal information collected about You in this Offer and during the course of the tenancy if the Offer or Option is successful may be disclosed for the purpose for which it was collected to other parties including to the Owner, referees, other agents, third party operators of tenancy reference databases, and prospective buyers of the Premises. Information already held on tenancy reference databases may also be disclosed to the Agent or Owner. If You enter into the Lease or You fail to comply with your obligations under this Offer, the Option or the Lease that fact and other relevant personal information collected about You during the course of this Offer, Option or the Lease may also be disclosed to the Owner, third party operators of tenancy reference databases or other real estate agents.

If You would like to access the personal information the Owners or Agent holds, you can do so by contacting the Agent.

You can also correct this information if it is inaccurate, incomplete or out-of-date. If the information in this Offer, Option or the Lease is not provided, the Agent may not be able to process the Offer properly or manage the tenancy properly.

Initial

YOU MUST UNDERSTAND THAT IF YOU DO NOT PROCEED WITH THE LEASE AFTER ACCEPTANCE OF THIS OFFER BY THE OWNER THEN THIS WILL RESULT IN FORFEITURE (LOSS) OF THE OPTION FEE TO THE OWNER.

Initial

Your Signature (**First Person**)

Date / /

Your Signature (**Second Person**)

Date / /

Your Signature (**Third Person**)

Date / /

PART B (TO BE COMPLETED BY THE AGENT)

OFFER OF OPTION TO LEASE TERMS AND CONDITIONS

1. OFFER OF OPTION TO OWNER

By Signing this document You offer to the Owner an Option to lease the Premises. The Option to Lease is created by the Owners notification t'o You whether in writing or verbally that the Offer is accepted by the Owner.

The Option Fee payable with this Offer, will be the amount of \$. The period of the Option will commence from and include the date of the acceptance of Your Offer by the Owner and continues until 4pm two (2) Business Days after the date of acceptance of Your Offer.

IF OFFER ACCEPTED

2. (a) If Your Offer is accepted by the Owner, You can exercise the Option by either:
- (i) executing the Lease; or
 - (ii) taking possession of the Premises with the Owner's consent; or
 - (iii) giving a notice in writing to the Owner exercising the Option;
- whichever occurs first.
- (b) You will not be entitled to occupation of the Premises until:
- (i) vacant possession is provided by the current occupant of the Premises;
 - (ii) the Lease is signed by You; and
 - (iii) the payment of all monies due to be paid by You has been paid prior to occupation of the Premises,
- whichever is the later.
- (c) The following amounts are payable prior to You signing the Lease or prior to taking possession of the Premises whichever is the earlier:

AMOUNTS PAYABLE (if Option to Lease exercised)

1. Security bond of	\$	<input style="width: 95%;" type="text"/>
2. Pet bond (if applicable)	\$	<input style="width: 95%;" type="text"/>
3. Rent paid to <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/>	\$	<input style="width: 95%;" type="text"/>
4. Total due	\$	<input style="width: 95%;" type="text"/>
5. Less the Option Fee (paid on making the Offer) -	\$	<input style="width: 95%;" type="text"/>
6. BALANCE OWING (cash / financial institution cheque / electronic transfer / money order).	\$	<input style="width: 95%;" type="text"/>

if Option to Lease is exercised by You.

IF OFFER ACCEPTED, LOSS OF OPTION FEE IF YOU DON'T PROCEED

3. Acceptance of this Offer is subject to the approval of the Owner in the Owners absolute discretion.

IF YOU DO NOT PROCEED WITH THE LEASE AFTER ACCEPTANCE OF THE OFFER BY THE OWNER THEN THIS WILL RESULT IN FORFEITURE (LOSS) OF THE OPTION FEE TO THE OWNER. If you do not exercise the Option, then the Option Fee is the property of the Owner pursuant to section 27 (2) (a) of the Residential Tenancies Act 1987.

IF OFFER ACCEPTED AND YOU DO PROCEED

4. (a) Upon the exercise of the Option to Lease, You must execute the Lease. The Lease will be the "REIWA Standard Residential Property Lease" (a copy of which can be viewed on reiwa.com.au) but will also include the Owners Special C'onditions set out here or included in or attached to this document.

OWNER'S SPECIAL CONDITIONS OF LEASE:

The following Owners Special C'onditions will apply to the Lease if the Offer is accepted, and the Option exercised:

- (b) The Option Fee paid by You is credited to the rent payable pursuant to the Lease.
- (c) You agree to pay the rent one rent period in advance except for the first two weeks rent which is payable prior to the commencement of the Lease.
- (d) You acknowledge that You are responsible for the insurance of Your own contents. You should arrange Your own insurance to cover Your own contents and determine if the insurer covers damage to Premises caused by a waterbed or the escape of water from a waterbed.
- (e) You acknowledge and agree that the Owner will carry out all inspections of the Premises in normal business hours.

DEFINITIONS

5. (a) "**Business Day**" means any day except a Sunday or public holiday in Western Australia.
- "**Owner**" means the owner of the Premises.
- "**Agent**" means the real estate agent appointed by the Owner to lease and manage the Premises.
- "**You**" or "**Your**" means the person or persons making the Offer to enter into an Option to Lease the Premises.
- "**Offer**" means this Offer to enter into an Option to Lease the Premises.
- "**Option to Lease**" means the option to lease the Premises created if the Owner accepts your Offer to enter into an Option.
- (b) All acts and things which the Owner is required or empowered to do may be done by the Owner or their Agent. Notices to the Owner must be served on the Agent unless otherwise directed by the Owner.