

## **APPLICATION TO LEASE RESIDENTIAL PROPERTY**

### **PLEASE READ BELOW PRIOR TO COMPLETION AND SUBMISSION OF APPLICATION**

The owner of the premises is attempting to locate the most suitable tenant, a tenant who pays rent on time and takes care of the premises. To enable the owner of the premises to determine their opinion, who is the most suitable applicant, the managing agent requires some background information regarding previous premises that you have leased, and information on how you will pay the rent. PLEASE NOTE: If your application is unsuccessful, we are unable to keep your details on file due to the privacy legislation, all information is shredded. LJ Hooker Rockingham/Baldivis do not disclose reasons for unsuccessful applications with the Lessor/Agent.

### **SUBMITTING AN APPLICATION**

Applications may be submitted between **8:30AM - 4:30PM, Monday- Friday** At our Rockingham Office – 14/10 Livingstone Road, Rockingham. ALL PERSONS OVER THE AGE OF 18 WHO WILL BE LIVING AT THE PROPERTY MUST BE ON THE APPLICATION, WHETHER LEASE HOLDER OR OCCUPANT ONLY.

Please note that we do not accept applications at the viewings or left under the office door. If your application is emailed, then all ID must be attached. You can scan and email your application to [rentals.rockingham@ljhooker.com.au](mailto:rentals.rockingham@ljhooker.com.au). Should the Application be missing supporting documents and handed in incomplete or filled in incorrectly, the Application will not be accepted. Application must be completed FULLY prior to processing.

### **\$2.00 PHOTOCOPY FEE FOR DONATION**

Please be advised that when submitting an application we ask for a **\$2 fee** for photocopying of required information, these funds are donated to charity.

### **PET**

Not all our rental properties allow pets. Pets are NOT PERMITTED INSIDE rental properties. All dogs and cats must be registered with the council. A pet bond of **\$260.00** must be paid prior to the tenancy start.

### **STRATA**

Most Strata complexes do not allow pets, all strata complexes have by-laws that must be observed at all times.

### **SMOKING IS NOT PERMITTED INSIDE ANY OF OUR RENTAL PROPERTIES**

## APPLICATION CHECKLIST

- Have ALL Persons residing at the premises (over the age of 18) completed all parts of the application form?
  
- Have ALL applicants and persons (over the age of 18) signed (2 sections) of the Application form?
  
- Have ALL applicants provided 100 points of Identification? (Please see next page for points guide)
  
- Have ALL applicants provided proof of income (3 x payslips/ Bank statement/Centrelink income statement)?
  
- Have ALL applicants provided rental references/living details?
  
- Have ALL applications provided 2 x separate personal references?
  
- Have ALL applicants provided proof of 'Valid Visa' if not a permanent Australian resident?
  
- Have you provided department of Housing bond approval letter if you require bond assistance?

PLEASE NOTE THAT THE APPLICATION CAN NOT BE ACCEPTED OR PROCESSED UNTIL THE ABOVE IS FULLY COMPLETED

## 100 Points of Identification Guide

Primary Documents	Choose (0-1)	Points
You Must Provide either: • one primary document or • At least one secondary document that includes a photograph.	Australian birth certificate(not an extract) or birth card	70
	Australian driver licence or learners permit (current)	70
	Australian citizenship certificate	70
	Australian Passport (current or expired within the last two years)	70
	International Passport (current)	70

Secondary Documents	Choose (0-1)	Points
Your initial document from this group will be awarded 40 points	Australian photo firearms licence	40
	State or federal government employee identity	40
	Centerlink or social security card (current)	40
	Department of veterans affairs card	40
	Tertiary education institution photo identity	40

Secondary Documents Continued	Choose (0-3)	Points
All documents in this group will attach 25 points.  Only one card from each institution may be counted.	Australian driver licence or learners permit (current)	25
	Australian photo firearms licence	25
	State or federal government employee photo identity	25
	Centerlink or social security card (current)	25
	Department of veterans affairs card	25
	Tertiary education institution photo identity	25
	Proof of age card	25

Secondary Documents Continued	Choose (0-4)	Points
All documents in this group will attach 25 points.  Only one card from each institution may be counted.	Medicare card	25
	Property lease / rental agreement	25
	Council rate notice	25
	Property insurance papers	25
	A utility bill	25
	Motor vehicle registration / insurance	25
	Professional or trade association card	25
	A financial institution debit / credit card	25
	A financial institution passbook / statement	25

## LJ HOOKER ROCKINGHAM PRIVACY POLICY

### 1. Purpose

LJ Hooker Corporation Ltd, its franchisees, licensees and its Related Bodies Corporate (**we, us**) understand and respect that protection of your personal information is important to you. This document sets out how we collect, use, **disclose**, retain and manage your **privacy information** and how we comply with our obligations under the *Privacy Act 1988 (Cth)* (**Privacy Act**).

By using our services and by using and continuing to use our Website you consent to us collecting, maintaining, using and disclosing your personal information in the way described in this Privacy Policy.

### 2. Definitions

In this policy:

- (a) **Credit Assistance Provider** means a person or **entity** that provides credit assistance (for example, **mortgage and finance** broking) for the purposes of the *National Consumer Credit Protection Act 2009 (Cth)*.
- (b) **Related Body Corporate** has the same meaning as under the *Corporations Act 2001 (Cth)*;
- (c) **Related Entity** has the same meaning as under the *Corporations Act 2001 (Cth)*;
- (d) **Sensitive Information** has the same meaning as under the Privacy Act.
- (e) **Website** means [www.ljhooker.com.au](http://www.ljhooker.com.au), [www.myijhooker.com.au](http://www.myijhooker.com.au), [www.liveability.com.au](http://www.liveability.com.au) or any other website we may establish or operate from time to time.
- (f) The meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of **limitation**.

### 3. Why do we collect personal information and how do we use it?

- (a) We offer a range of services, including providing **appraisals** of properties, **acting** as a **real estate agent** for the **buying and selling** of properties, leasing properties, advertising properties, acting as a Credit Assistance Provider, business broking and providing conveyancing and property settlement agents (**Services**).
- (b) We collect personal information to enable us to provide our Services. This includes:
  - processing inquiries;
  - facilitating the **sale**, purchase, **advertising** of properties and businesses;
  - recording persons entering a **landlord** or seller's property (e.g. for inspection, survey or appraisal purposes);
  - facilitating the **leasing** of properties (including advertising the properties) and acting as **property manager**;
  - providing conveyancing and property **settlement services**;
  - providing **financial advice** and services;

- for our internal **business operations**;
- complying with our **legal obligations**;
- advising** clients of additional services or information which may be of interest;
- providing your contact details to our partners and contractors who provide us with services;
- maintaining and updating our business infrastructure and systems;
- statistical purposes;
- promoting and advertising our business, products and services;
- franchise purposes, including assessment of franchise applications and management of our franchises;
- and
- insurance and governance purposes.
- (c) If we do not collect the personal information or if any of the personal information you provide is incomplete or inaccurate, we may not be able to provide the Services or those Services may be compromised.

### 4. What personal information do we collect?

The personal information we collect will depend on the Service or Services we provide to you. It may include:

- (a) your name, residential or business address, contact phone numbers, email address;
- (b) family details;
- (c) employment details;
- (d) financial information, including assets, liabilities, income, outgoings, spending patterns and credit reference reports;
- (e) the value of your property;
- (f) insurance details;
- (g) credit card and banking details;
- (h) Sensitive Information;
- (i) Information in respect to a will or estate;
- (j) references (e.g. to support rental arrangements);
- (k) copies of photo identification (e.g. driver's licence, passport, student ID); or
- (l) any other personal information relevant to the Service we are providing to you.

### 5. How do we collect personal information?

- (a) We aim to collect personal information directly from you.
- (b) We also collect personal information:
  - from your representatives (e.g. solicitor, accountant or financial adviser);
  - through our Website and by other electronic communication channels;
  - when sent to us by email or other communication from third parties;
  - from publicly available sources of information including social media;
  - when you transact with our franchisees or if you apply to become a franchisee;
  - when we are required to do so by law;

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from Strata or Bodies Corporate, Strata or Body Corporate Managers and On-Site Managers;

when you enter into a competition or promotion with us or participate in a survey including an after sales service' follow-up; and

from our own records.

(c) If you supply personal information to us about another person, you represent and we accept it on the basis that you are authorised to do so and that the relevant person has consented to the disclosure to us.

(d) Each time you visit our Website our server collects some anonymous information, known as clickstream data, including the type of browser and system you are using, the address of the website you have come from and move to after your visit, the date and time of your visit and your server's IP address. We may collect this information for statistical purposes to find out how our Website is used and navigated, including the number of hits, the frequency and duration of visits and most popular session times. We may use this information to evaluate and improve the Website's performance.

(e) A Cookie is a piece of information that our web server may send to your machine when you visit our Websites. The Cookie is stored on your machine, but does not identify you or give us any information about your computer. A Cookie helps us to recognise you when you re-visit the Website and to co-ordinate your access to different pages on the Website. With most Internet Browsers, you can erase Cookies from your computer hard drive, block all Cookies, or receive a warning before a Cookie is stored. If you want to do this, refer to your Browser instructions or help screen.

(f) Links on our Website may take you outside our network. These links are provided in good faith. However, we are not responsible for third party sites and accept no responsibility for the content, accuracy, security or function of third party sites.

### 6. Considerations when you send information to us

(a) While we do all we can to protect your privacy, including investing in specialist security software, no data transfer over the Internet is 100% secure.

(b) If you provide personal information to us electronically, there are ways you can help maintain the security of the information. These include:

always close your browser when you have finished your user session;

do not provide personal information by using a public computer; and

**never** disclosing your user name and password to another person.

(c) **You are responsible for all actions taken using your username, email or password. If at any time you believe your username or password have been compromised, change your password and**

**contact us immediately.**

### 7. Disclosing personal information

We may disclose your personal information to third parties in certain circumstances including:

(a) if you agree to the disclosure;

(b) when we use it for the purpose for which it was collected, e.g. as part of a sale or leasing process or in the provision of another Service;

(c) to employees, contractors, franchisees and service providers who assist us in operating our business and providing our Services;

(d) in circumstances where you would reasonably be expected to consent to information of that kind being passed to a third party;

(e) where disclosure is required or permitted by law;

(f) to our Related Entities and franchisees;

(g) if disclosure will prevent or lessen a serious or imminent threat to someone's life or health; or

(h) where it is reasonably necessary for the enforcement of the criminal law, a law imposing a pecuniary penalty or for the protection of public revenue.

### 8. When we act as a Credit Assistance Provider

(a) When we act as a Credit Assistance Provider, we may disclose personal information to our:

Related Bodies Corporate;

Credit Reference Providers;

brokers;

approved panel of lenders;

service providers;

persons taking an interest in the property either as a co-owner, insurer or security provider:

agents:

aggregators; and

mortgage managers

(b) We will use and disclose the personal information disclosed to us in our capacity as Credit Assistance Provider to:

assess whether you may qualify for a loan;

assist you to decide on a suitable loan;

assist in the compiling of information and documentation for submission to a potential lender;

obtain any additional information that may be required by a potential lender including obtaining a credit reference from a Credit Reference Provider or obtaining

Repayment History Information;

for administrative and compliance purposes;

assess and administer commission payable by you; and

advise you of other financial products and services that may be of interest to you.

### 9. Disclosure of personal information off-shore

(a) When providing our services (including purchasing or [selling](#) a property or arranging finance), we may

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provide services or disclose personal information in countries other than Australia. This may include Sensitive Information.

(b) In addition to Australia, the countries where information may be disclosed include New Zealand, Hong Kong, Japan, Indonesia, Vanuatu, Papua New Guinea, United Arab Emirates and other countries from time to time.

(c) Off-shore disclosure may be through arrangements we have with entities in other countries that supply international portals which facilitate the advertising of properties and businesses for sale to overseas buyers.

This includes a concierge service provided for Asian buyers by one of the international portal providers. The concierge receives inquiries in respect to properties or businesses from Asian buyers and refers them to the relevant agent in Australia to progress the inquiry. The concierge also provides an optional translation and communication service with Asian buyers who do not speak English.

(d) The overseas recipient may not be subject to any privacy obligations or to any principles similar to the Australian Privacy Principles. The overseas recipient may also be subject to a foreign law which could compel disclosure of personal information to a third party, for example, an overseas authority.

(e) If you consent to the disclosure and the overseas recipient handles the information in breach of the Australian Privacy Principles, you will not be able to seek redress under the Privacy Act, may not be able to seek redress in the overseas jurisdiction and we will not be accountable under the Privacy Act.

(f) By providing us with personal information, you consent to us using and disclosing your personal information off-shore. If at any time you wish to withdraw your consent, contact our Privacy Officer. However, we may not be able to provide the Services you have requested in whole or in part or those Services may have to be modified.

### 10. How your information is stored

(a) We take reasonable steps to securely store personal details and information. This includes electronic and physical security measures, staff training, use of password protection software. Details of our security systems are available by contacting our Privacy Officer.

(b) When the personal information that we collect is no longer required, we will remove or de-identify the personal information as soon as reasonably possible. We may, however, retain personal information for as long as is necessary to comply with any applicable law, for the prevention of fraud, for insurance and governance purposes, in our IT back-up, for the collection of any monies owed and to resolve disputes.

### 11. Marketing and opting out

(a) We do not use Sensitive Information for marketing purposes.  
(b) If at any time you no longer wish to receive any additional marketing material from us or do not want your information disclosed for direct marketing purposes, contact our Privacy Officer and we will remove your details from our marketing database.

### 12. How you can update, correct, or delete your personal information

(a) You may request access to your personal information or correct any inaccurate or out of date information by clicking [here](#) or contacting our Privacy Officer using the details below.  
(b) You may request the source of any information we collect from a third party. We will provide this at no cost, unless under the *Privacy Act* or other law there is a reason for this information being withheld.  
(c) If there is a reason under the *Privacy Act* or other law for us not to provide you with information, we will give you a written notice of refusal setting out the reasons for the refusal except to the extent it would be unreasonable to do so and the mechanisms available to you to complain about the refusal.  
(d) You should also contact us immediately if you believe: someone has gained access to your personal information; we have breached our privacy obligations or your privacy rights in any way; or you would like to discuss any issues about our privacy policy.

### 13. Changes to our Privacy Policy

(a) This document sets out our current Privacy Policy.  
(b) Our Privacy Policy will be updated from time to time. You should review our Privacy Policy each time you visit our Website or provide us with personal information.  
(c) If you would like further information on our Privacy Policy or if you have any concerns over the protection of the information you have given to us or that we have collected from others, please contact us by contacting our Privacy Officer at:  
Address: 14/10 Livingstone Road Rockingham WA 6168  
Telephone: (08) 9528 8900  
Email: [admin.rockingham@ljh.com.au](mailto:admin.rockingham@ljh.com.au)  
(d) More information about your rights and our obligations in respect to privacy and information on making a privacy complaint are available from the Office of the Australian Information Commissioner.

## 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	LJ Hooker Rockingham		
Address	14/10 Livingstone Road, Rockingham WA 6168		
Telephone	95288900	Facsimile	
E-mail	rentals.rockingham@ljhooker.com.au		

## PART B (TO BE COMPLETED BY YOU)

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

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

#### TENANCY DETAILS

5. You require the tenancy for a period of  months from  to
6. At a rent of \$  per week
7. Total number of persons to occupy the Premises Adults  Children  Ages
8. Pets - Type of Pet  Breed  Reg. No.  Age   
Type of Pet  Breed  Reg. No.  Age
9. Do you intend on applying for a residential tenancy bond from a State Government Department?  Yes  No  
If Yes, \$  Branch:
10. Bank account details for refund of Option Fee (if applicable)  
Bank:  BSB:   
Account No.:  Account Name:
11. Any Special Conditions requested by You:

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

12. The address at which You wish to receive the Residential Tenancy Agreement if You are successful and/or notices relating to tenancy  
Email (optional):   
Fax (optional):   
Postal address (required):

PO Box		Town/City		Postcode	
Address 1					
Address 2					

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



# application to enter into residential tenancy agreement

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

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

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

## 20. DEFINITIONS

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

The personal information You give in this Application or collected from other sources is necessary for the Lessor or Property Manager to verify Your identity, to process and evaluate the Application, to manage the tenancy and to conduct the Property Manager's business. Personal information collected about You in this Application and during the course of the tenancy may be disclosed for the purpose for which it was collected to other parties including to the Lessor, referees, other Property Managers, prospective lessors, third party operators of residential tenancy databases, and prospective buyers of the Premises. Information already held on residential tenancy databases may also be disclosed to the Property Manager or Lessor.

If You enter into the Residential Tenancy Agreement or You fail to comply with Your obligations under any Residential Tenancy Agreement that fact and other relevant personal information collected about You during the course of this Application (including information provided separately to this application) or the Residential Tenancy Agreement may also be disclosed to the Lessor, third party operators of tenancy reference databases (to the extent permitted by law) and debt collectors, other Property Managers, prospective lessors and prospective buyers of the Premises.

If You would like to access the personal information the Lessor or Property Manager holds, You can do so by contacting the Property Manager. See also the attached notice regarding use of residential tenancy databases.

You can also correct this information if it is inaccurate, incomplete or out-of-date. If the information in this Application, is not provided, the Property Manager may not be able to process the Application, or the Residential Tenancy Agreement properly or manage the tenancy properly.

Name:

	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		

Signature:

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## NOTICE OF USE OF ONE OR MORE RESIDENTIAL TENANCY DATABASES Section 82C - Residential Tenancies Act 1987

1. It is the Property Manager's usual practice to use one or more residential databases for the purpose of checking an applicant's tenancy history.
2. The name of each residential tenancy database the Property Manager or Lessor usually uses, or may use, for deciding whether a residential tenancy agreement should be entered into with a person are set out below:
3. The contact details for the database operator(s) who operates the database(s) used by the PM as referred to above are as follows:

(a) **TICA** (strike out if inapplicable)

- (i) **Address:** PO Box 120, Concord NSW 2137
- (ii) **Telephone:** 190 222 0346. Calls are charged \$5.45 per minute including GST (higher for mobile or pay phones)
- (iii) **Facsimile:** (02) 9743 4844
- (iv) **Website:** [www.tica.com.au](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.**

# application to enter into residential tenancy agreement



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

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

Smoker  Yes  No

Personal References

a) NAME  TELEPHONE

b) NAME  TELEPHONE

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

Phone No

Address

Rental Paid \$  Period Rented From  To

Reason for leaving

(ii) Previous address of Applicant

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

Phone No

Address

Rental Paid \$  Period Rented From  To

Reason for leaving

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

Employer  Phone No

Period of Employment  Wage \$

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

Explanation if no employment:

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

First Next of Kin NAME  TELEPHONE

ADDRESS

Second Next of Kin NAME  TELEPHONE

ADDRESS

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

First Contact NAME  TELEPHONE

ADDRESS

Second Contact NAME  TELEPHONE

ADDRESS

# application to enter into residential tenancy agreement

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

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

Smoker  Yes  No

Personal References

a) NAME  TELEPHONE

b) NAME  TELEPHONE

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

Phone No

Address

Rental Paid \$  Period Rented From  To

Reason for leaving

(ii) Previous address of Applicant

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

Phone No

Address

Rental Paid \$  Period Rented From  To

Reason for leaving

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

Employer  Phone No

Period of Employment  Wage \$

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

Explanation if no employment:

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

First Next of Kin

NAME  TELEPHONE

ADDRESS

Second Next of Kin

NAME  TELEPHONE

ADDRESS

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

First Contact

NAME  TELEPHONE

ADDRESS

Second Contact

NAME  TELEPHONE

ADDRESS

# application to enter into residential tenancy agreement



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<b>YOUR (Third Person's) PARTICULARS</b>										
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
<b>DOCUMENTS TO CONFIRM YOUR IDENTITY</b>										
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 <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								

# application to enter into residential tenancy agreement



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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

# application to enter into residential tenancy agreement

**By Signing this document You are making an application to enter into a Residential Tenancy Agreement in relation to the Premises.  
Your Application may or may not be successful.**

Your Signature ( **First Person** )  Date

Your Signature ( **Second Person** )  Date

Your Signature ( **Third Person** )  Date

Your Signature ( **Fourth Person** )  Date

**INFORMATION FOR TENANT****WHAT YOU MUST KNOW ABOUT YOUR TENANCY****At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:**

- a copy of this information statement
- a copy of your residential tenancy agreement
- 2 copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- keys to your new home.

**UPFRONT COSTS****You are not required to pay:**

- more than 2 weeks rent in advance (see "ESSENTIALS FOR TENANTS" below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

**ESSENTIALS FOR TENANTS****Follow these useful tips and pieces of information to help avoid problems while you are renting:**

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (record of payment) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) – you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see "ENDING THE RESIDENTIAL TENANCY AGREEMENT" in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa-pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa-pool is not in working order or does not comply with *Building Regulations 2012*, contact your lessor or property manager immediately to arrange urgent repairs. If delays occur, or you need more information, contact your local government
- Loose blinds or curtain cords or chains which are not fixed out of reach pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

**COMPLAINTS AND DISPUTES**

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at [www.magistratescourt.wa.gov.au](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.