



OFFICE USE ONLY
Receipt No: _____
Date Received / / 2010
Amount: \$ _____

**197 Wright Street
BELMONT WA 6104
Phone: 9277 4200
Fax: 9277 8826**

**OFFICE HOURS
9.00am – 5.30pm
Monday to Friday
9am – 12pm Saturday**

TENANCY APPLICATION CHECK LIST

- Page 2 is correctly filled in (our office can help you with items 9-13)
- Each applicant has signed the Privacy statement (Page 3)
- Each applicant has initialled Page 4 and signed Page 8
- Each applicant over 18yo can produce 100 points of ID
- Application is complete with option fee equal to 1 weeks rent, payable at time of lodging application. See Page 4 for conditions.
- Please bring in correct application deposit – no change given**

Here is a list of different types of acceptable identification:

TYPE OF IDENTIFICATION

Birth Certificate (original, certified copy or extract)
Current passport/international travel documents
Citizenship certificate (original or certified copy)

Drivers Licence/permit
Public service ID card
Social Security benefit card
Tertiary student ID card
(The last four items must bear your name, signature and photograph where applicable)

Credit card from a bank
Employer ID card
Bank ATM debit card
(You can use only one of the last four items from the same source).

How did you find out about this property? (Please circle)

www.realestate.com.au

www.reiwa.com.au

www.lauriekelly.com.au

West Australian paper

In office rental list

FOR LEASE sign

Telephone



STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PREMISES

This document is not a residential tenancy agreement and does not grant any right to occupy the Premises

INFORMATION FROM APPLICANT

Applicant: Mr/Mrs/Ms Telephone

Applicant: Mr/Mrs/Ms Telephone

Applicant: Mr/Mrs/Ms Telephone

(Surname) (Given Names)

TENANCY DETAILS

- Premises
 - The tenancy is required for a period of months From To
 - At a rental of \$ per WEEK.
 - Total number of persons to occupy premises
 Adults..... Children.....
 Ages Children.....
 - Total number of vehicles at property
 - Pets- Type of pet Breed..... Number..... Age.....
 Type of pet Breed..... Number..... Age.....
- Do you intend on applying for a State Government Department Bond? YES NO
- If Yes \$ Branch
- Application Fee \$(ONE WEEKS RENT)
 - If offer is accepted, period of option:ONE.....business days from acceptance of Application.

AMOUNTS PAYABLE (if option is exercised and lease entered into) – FOR LAURIE KELLY USE

- Security deposit bond of \$
- Pet Bond (if applicable) \$
- Initial rent to. / / \$
- TOTAL \$
- Less Deposit Fee \$ (Application Fee: payable on application)
- BALANCE OWING** (money order or financial institution cheque only) \$

PLEASE BRING IN CORRECT LETTING FEE – NO CHANGE GIVEN

PROPERTY MANAGEMENT

Pro- Forma Disclosure Statement & Consent to be attached to your
“Application for Residential Tenancy”
Applicable for the use by Laurie Kelly Real Estate Belmont

**PRIVACY DISCLOSURE STATEMENT OF
AQUAN PTY LTD
T/AS LAURIE KELLY REAL ESTATE
ABN:17 009 300 181
197 WRIGHT STREET, CLOVERDALE WA 6105
(08) 9277 4200**

We are independently owned and operated business. We are bound by the national Privacy Principals.

We may collect personal information about you in this form to access your application for a residential tenancy.

We may need to collect information about you from your previous landlords or letting agents, your current employer and referees. We will also check whether any details of the tenancy defaults by you are held on a tenancy default database. We use the database operated by TICA default Tenancy Control Pty Ltd.

You can find out more information about this database on its website at www.tica.com.au. Your consent for us collecting this information is set out below.

We may disclose personal information about you to the owner of the property to which this application relates. If the application is successful we may disclose your details to service providers relevant to the tenancy relationship including maintenance contractors and the landlords insurers. We may also send personal information about you to the owners of any other properties you request.

You have the right to access personal information that we held about your privacy officer (see contact details below). If you do not complete this form or do not sign the consent below then your application for a residential tenancy may not be considered by the owner of the relevant property or, if considered, may be rejected.

PRIVACY CONSENT

14. I, the applicant acknowledge that I have read the privacy notice of **AQUAN PTY LTD T/AS LAURIE KELLY REAL ESTATE ABN:17 009 300 181 197 WRIGHT STREET, CLOVERDALE WA 6105.**

I authorize Laurie Kelly Real Estate to collect information about me from:

- A. My previous letting agents and/or landlords.
- B. My employer or persons at my employment
- C. My personal referees.
- D. Any tenancy default database (including TICA) which may contain personal information about me. I also authorise Laurie Kelly Real Estate to disclose details about any defaults by me under the tenancy to which this application relates, to any tenancy default database to which is subscribes including TICA.

I authorise Laurie Kelly Real Estate to disclose any personal information it collects about me to the owner of the property even if the owner is a resident outside of Australia. I also authorize Laurie Kelly Real Estate to refer my details to arrange of:

(Optional – tick to indicate consent)

- Financial service products(to assist with a home loan application)
- Insurance services (for contents insurance and other insurance products) and
- Utilities (to arrange connection or transfer of telephone, gas, electricity etc.)

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

- 15. The amounts referred to in Items 9 to 13 are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises.
- 16. The Applicant 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 the Applicant: and
 - (iii) The payment of all monies due to be paid by the Applicant being paid by the Applicant prior to occupation of the Premises.
- 17. The persons comprising the Applicant are over the age of 18 years, none are bankrupt and they each declare that all of the information supplied in the Applicant's Particulars are true and correct and are not misleading in any way.
- 18. The Applicant acknowledges having inspected the Premises and if the Option is exercised, will accept possession of the Premises in the condition as at the date of inspection.
- 19. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease shall be the 'REIWA Standard Residential Property Lease', including any special conditions included and/or attached to this Application and the payment of all monies referred to in items 9 to 13.
- 20. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent.
- 21. The Applicant acknowledges that they are responsible for their own contents. The applicant should arrange their own insurance to cover their own contents and determine if the insurer covers damage to Premises cause by a waterbed or the escape of water from a waterbed.
- 22. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
- 23. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notice to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.
- 24. The Applicant makes this Application and Offer jointly & severally. Service of any notice to any one Applicant shall be deemed to be service on them all.
- 25. The applicant agrees that for the purpose of this Application, the Owner/Managing Agent may make enquiries of the persons given as referees by the Applicant, and also make enquires of such other persons or agencies as the Owner may see fit.
- 26. The Applicant acknowledges having been advised that items of personal information contained in this Application may be recorded in a Tenancy Data Base by or on behalf of the Owner and may be disclosed in connection with other residential tenancy applications by the Applicant.

OFFER OF OPTION TO OWNER

- 27. The Applicant offers to the Owner an Option to lease the Premises. The Option to lease is created by the Owner's notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable with this Application and Offer, shall be the amount referred to in item 6. The period of the Option shall commence from and include the date of the acceptance of the Application by the Owner and continues for the number of business days referred to in item 8, or if none, then by 4pm one business day after the acceptance of the Application and Offer.
- 28. The Option is exercised by the Applicant either:
 - (i) Executing the Lease: or
 - (ii) Taking possession of the Property with the Owner's consent: or
 - (iii) Giving a notice in writing to the Owner exercising the Option: Whichever occurs first
- 29. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rental payable pursuant to the Lease. If not exercised, then the Option Fee is the property of the Owner pursuant to section 27(2)(a) of the Residential Tenancies Act 1987
- 30. The Applicant encloses with this Application an Option Fee for the sum referred to in Item . It is agreed that the acceptance of this Application is subject to the approval of the Owner in the Owner's Absolute discretion.

The Applicant UNDERSTANDS THAT WITHDRAWAL AFTER ACCEPTANCE OF THE APPLICATION AND OFFER WILL RESULT IN FORFEITURE OF THE OPTION FEE.

PRINTED NAME: _____ Date: _____

Signed: _____
(Applicant)

PRINTED NAME: _____ Date: _____

Signed: _____
(Applicant)

PRINTED NAME: _____ Date: _____

Signed: _____
(Applicant/ Guarantor)

1. Failure to pay your rent by the due date may result in termination of your tenancy agreement and your name being recorded as a defaulting tenant on the National Tenancy Database (NTD) and TICA Default Tenancy Control.
2. **Laurie Kelly Real Estate** is a NO CASH office. The Tenant agrees to make all rental payment via their personal internet banking or automatic payments through their own bank or in person at any Bankwest. ONLY bank cheques and money orders are able to be received by our office reception.
3. On behalf of the owner monies paid to the Laurie Kelly Real Estate will be allocated to pay rent unless otherwise notified.
4. All other accounts owed by the Tenant, the total invoiced amount must be received by **Laurie Kelly Real Estate** within the required fourteen (14) days from the invoice date. These accounts may include payments for, water consumption, gas consumption, electricity consumption, court lodgements etc.
5. The tenant acknowledges that any payment made to **Laurie Kelly Real Estate** that is dishonoured, the tenant shall incur the cost from the Bank.
6. The bond will not be refunded until the keys are returned, the final bond inspection has been conducted, and all items are in the same condition as stated on the Property Condition Report, except fair, wear and tear
7. After the expiration of the lease whereby the Tenant is continuing on as a periodic tenant, the tenant must give twenty one (21) days notice in writing prior to vacating the property.
8. Pursuant to Special condition 7, rent will be charged in full until the expiry of the twenty one (21) days notice in writing. If not give in writing, the Tenant shall remain liable pursuant to the lease, until twenty one (21) days after.
9. The Tenant is aware that the owner reserves the right to review the rent. The rent will be reviewed in accordance with the current market values and any increase will be in accordance Section 30 of the *Residential Tenancies Act 1987*.
10. The Tenant agrees that twenty one (21) days prior to vacating, the Agent **Laurie Kelly Real Estate** is permitted to enter the premises using the office key with the intention of showing prospective tenants through the property. **Laurie Kelly Real Estate** will advise the tenant 48 hours prior to an inspection appointment.
11. In addition to Item 2.16 of the Tenancy Agreement the Tenant agrees that additional hand watering of the lawns and gardens will need to be carried out during the warmer summer months or during times of automatic reticulation/ bore malfunction or water restrictions imposed by the Water Corporation. Regular testing of the automatic reticulation and any bore is a responsibility of the tenant and any malfunctions must be reported to **Laurie Kelly Real Estate**. Reticulation watering times are to be reduced or ceased during winter months as stated by the Water Corporation.
12. The Tenant acknowledges that should they fail to maintain the lawns and gardens as stated on the initial Property Condition Report and evidenced in photographs they will be responsible for any cost of restoration to match the Property Condition Report and photographs at the beginning of the tenancy.
13. The Tenant agrees not to park a boat, trailer or vehicle on the lawns, gardens and in the case of strata complexes on common areas of the property.
14. Noise is to be kept to a minimum so as not to disturb other residents.
15. Indoor plants are not to be placed on carpeted or floorboard areas. Felt strips or mats must be used under all furniture legs to prevent scratching of any floorboards. The tenant will be responsible for any cost of restoration for any damage caused to these surfaces.
16. The Tenant agrees not to place any hot objects directly onto any surfaces such as bench tops, carpet or lino.
17. The Tenant agrees that should a property have an open fireplace is it not to be used as a fireplace. There are to be no fires lit in the home.
18. The Tenant agrees that NO cooking oils or fats or tea leaves should be washed down the kitchen drain in the sink, rather this waste is to be disposed of correctly (placed in a used milk carton or other used receptacle) and then into the rubbish bins for collection. The kitchen exhaust fan is to be cleaned of grease regularly to enable it to work efficiently.
19. The Tenant agrees that they are totally responsible for their set of keys for the property. At no time will **Laurie Kelly Real Estate** deliver spare sets of keys to a tenant or resident. Should a tenant require access to their property after office hours they shall be required to gain the services of a locksmith at their cost and have a spare set of keys delivered to the office the next working day
20. The Tenant agrees that they are totally responsible for any remote controls issued for the property, including replacement of batteries. Should a tenant fail to return any remote control at the end of the tenancy, they will be held responsible for the replacement cost. Should a tenant require additional remote controls to those issued, the tenant will be held responsible for the cost.
21. The Tenant agrees that NO smoking is permitted inside the home.
22. The Tenant acknowledges that if cleaners are required to attend the property after vacating to bring the property to the standard as per the Property Condition Report the tenant will be charged the cleaning fee incurred.
23. The Tenant agrees that they will notify **Laurie Kelly Real Estate** of any change of their personal or work contact phone numbers and email addresses.

SPECIAL CONDITIONS – Annexure “A”



24. If the Tenant has permission to keep any pets on the premises it is NOT to enter inside the main dwelling. Any damage or disturbances will be rectified immediately as a responsibility of the tenant.
25. All maintenance is to be reported to **Laurie Kelly Real Estate**. The Tenant is aware that should they go ahead with a repair that is NOT classified as an emergency; the owner is NOT obliged to pay for any expenses incurred. A trade call out fee may be charged by the relevant company or trades person if an appointment for maintenance is not kept or cancelled by the tenant without 24 hours notice being given, this charge will be the responsibility of the tenant.
26. The Tenant agrees that all Local Court proceedings relating to vacant possession orders and/ or damage to the property will be lodged and dealt with through the relevant Local Magistrates court in relation to the property's location.
27. The Tenant acknowledges that is they fail to pay rent or breach their Lease Agreement the Owner of the property may make an application to the local court for termination of the Tenancy Agreement together with vacant possession of the premises. The following expenses inclusive of GST may be charged to the Owner and reimbursed by the Tenant to the Owner and payable as damages.
 - a) Court Application Fee - \$26.70
 - b) Court Preparation and Attendance Fee - \$99.00 per hour up to a maximum of 3 hours
 - c) 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 this lease agreement
28. In addition to Special condition 23 the Tenant acknowledges that is they fail to return the signed bond disposal form within fourteen (14) days of receipt and the owner is required to lodge an application at the Local court the above mentioned fees will apply.
29. The Tenant acknowledges that should their circumstances require them to vacate the premises prior to the expiration of their lease agreement; they agree to advise the Owner in writing of their intention to vacate the premises, and request permission/ consent from the Owner to terminate their tenancy agreement. This will be subject to the following expenses (inclusive of GST) being reimbursed by the Tenant to the Owner as damages incurred as a result of vacating the premises prior to the expiration of the lease agreement:
 - a) Rent in full until the property is relet
 - b) The cost of the vacate/ final bond inspection
 - c) The unexpired portion of the Owners letting fee
 - d) The internet advertising of \$55.00
 - e) The "For Lease" sign charge of \$22.00
 - f) All other damage as advised in writing by the Owner to the Tenant upon the Tenant's written request for termination of the lease agreement.

The Tenant(s) agree(s) that the special conditions form part of the Agreement

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

31. FIRST APPLICANT'S PARTICULARS

Name
(SURNAME) (GIVEN NAMES)

Present Address

Telephone: Work Home:.....
Mobile: Email:

Date of Birth:.....

Drivers Licence No: State: Passport No:

Other ID: Vehicle Type & Registration No:
..... Vehicle Type & Registration No:

Proof of Identification (licence number/ bankcard etc).....

Smoker Yes / No

Personal References: a)
(Name & Telephone)
b)

(i) Name of Current Owner or Managing Agent to whom rent is paid:
Address:
Telephone:
Rental Paid \$ Period rented From To
Reasons why Leaving:

(ii) Previous Address of Applicant:
Name of Current Owner or Managing Agent to whom rent is paid:
Address:
Telephone:
Rental Paid \$ Period rented From To
Reasons why Leaving:

(iii) Occupation:.....
Employer:..... Period of Employment From..... To.....
Telephone: Wage: \$
If less than 12 months, name and address of previous employer:

(iv) Next of Kin (name and address and telephone to be provided)

First Person	.....	.....	.....
	Name	Address	Telephone
First Person	.....	.....	.....
	Name	Address	Telephone

(v) Emergency Contact (name and address and telephone to be provided)

First Person	.....	.....	.....
	Name	Address	Telephone
First Person	.....	.....	.....
	Name	Address	Telephone

33. **THIRD APPLICANT'S PARTICULARS** Is this person acting as Guarantor: Yes / No

Name
(SURNAME) (GIVEN NAMES)

Present Address

Telephone: Work Home:.....

Mobile: Email:

Date of Birth:.....

Drivers Licence No: State: Passport No:

Other ID: Vehicle Type & Registration No:

..... Vehicle Type & Registration No:

Proof of Identification (licence number/ bankcard etc).....

Smoker Yes / No

Personal References: a)
(Name & Telephone)

b)

(xi) Name of Current Owner or Managing Agent to whom rent is paid:

Address:

Telephone:

Rental Paid \$ Period rented From To

Reasons why Leaving:

.....

(xii) Previous Address of Applicant:

Name of Current Owner or Managing Agent to whom rent is paid:

Address:

Telephone:

Rental Paid \$ Period rented From To

Reasons why Leaving:

(xiii) Occupation:.....

Employer:..... Period of Employment From..... To.....

Telephone:..... Wage: \$

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

.....

(xiv) Next of Kin (name and address and telephone to be provided)

First Person
Name Address Telephone

First Person
Name Address Telephone

(xv) Emergency Contact (name and address and telephone to be provided)

First Person
Name Address Telephone

First Person
Name Address Telephone

34. Special Conditions to the lease requested by the Applicant.

Additional Pages attached Yes / No

.....
.....
.....
.....
.....
.....
.....

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

PRINTED NAME: _____

Date: _____

Signed: _____

(Applicant)

OWNER/ AGENT

Signed: _____

Date: _____