

IMPORTANT NOTICE

PLEASE TAKE THE TIME TO READ THE FOLLOWING

Thank you for applying for a Rental Property through Ray White Cahill & Associates Kardinya. As we know your time is valuable and we have listed below a few important requirements when lodging your application.

- Please ensure that you read **ALL** the information and understand **ALL** the clauses.
- Please provide **3 FORMS OF VALID I.D.** (e.g. Drivers licence / Proof of Age / Bank Card / Medicare Card).
- Please ensure **ALL** pages are signed and dated by every applicant who intends to occupy the property.
- **PERSONAL REFERENCES** can not be related to the applicant.

If you have any queries, please

Phone (08) 6310 3700. Forms can be lodged either by:

Fax: (08) 9314 1146,

Email: rentals.kardinya.wa@raywhite.com or

In person to our office before **4.30PM** Monday to Friday situated at:-

**Suite 1 / 84 Gilbertson Road
KARDINYA (Opposite Chicken Treat)**

Once we have confirmed your application has been accepted, you are required to deposit the equivalent of one weeks rent into our 'Rental Trust Account' - We require a copy of your transaction / receipt, within 24 hours. If you do not have the facility to lodge the money at the Bank, CHEQUE / CASH can be paid at our Office.

Direct Deposit Details - will be supplied on acceptance

**Ray White
Cahill & Associates**

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

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

FOR: Premises Address:

FROM: Proposed Tenants' Names:

TO: The Property Manager:

Agency Name: **Bayview Management Pty Ltd**
 Address: **1/84 Gilbertson Road, 1/84 Gilbertson Road, Kardinya, WA, 6163**
 Telephone: Business: **08 6310 3700** Facsimile: **08 9314 1146**
 E-mail: **rentals.kardinya.wa@raywhite.com**

PART A
(TO BE COMPLETED BY PROPERTY MANAGER)

1. Premises
2. Rent \$ per week
3. Option Fee (if applicable) \$
4. If You are the successful applicant, and wish to enter into a Residential Tenancy Agreement with the Lessor, You will be required to pay the following money to the Property Manager:

REQUIRED MONEY

- | | | |
|-------------------------------|----|----------------------|
| (a) Security bond of | \$ | <input type="text"/> |
| (b) Pet bond (if applicable) | \$ | <input type="text"/> |
| (c) First two weeks rent | \$ | <input type="text"/> |
| (d) Less Option Fee (if paid) | \$ | <input type="text"/> |
| (e) Total | \$ | <input type="text"/> |

PART B (TO BE COMPLETED BY YOU)

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

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

TENANCY DETAILS

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

11. Any Special Conditions requested by You:

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

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

application to enter into residential tenancy agreement



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18. If You are the successful application the Lessor will provide You with a proposed Residential Tenancy Agreement for the Premises which will grant You the option of entering into a Residential Tenancy Agreement:
- (a) if You sign the Residential Tenancy Agreement, comply with all the stipulated requirements for the creation of a binding Residential Tenancy Agreement as set out in Part C of the document (eg returning the document to the Property Manager by the stipulated time, paying full stipulated rental and bond); and:
 - (i) if an Option Fee has been paid THEN a binding Residential Tenancy Agreement will exist between You and the Lessor and any Option Fee will be refunded to You or applied towards the rent; or
 - (ii) if no Option Fee has been paid and if neither the Lessor nor the Property Manager sign the document THEN no binding Residential Tenancy Agreement will exist between You and the Lessor; or
 - 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;
 - (ii) where the Residential Tenancy Agreement is for residential premises south of the 26th parallel of south latitude and the weekly rent is \$1,200 or more, an Option Fee of up to \$1,200 is payable.
 - "Premises"** means the address specified on the first page of this document. Any items included or excluded will appear in Part A of the proposed Residential Tenancy Agreement.
 - "Property Manager"** means the real estate agent appointed by the Lessor to lease and manage the Premises.
 - "Residential Tenancy Agreement"** means an agreement in writing in the form prescribed by the Act, comprising of Parts A, B and C. Part C will include additional special conditions as agreed between the parties.
 - "You"** or **"Your"** means the person or persons making the Application to Lease the Premises.
- (b) All acts and things that the Lessor is required or empowered to do may be done by the Lessor or their Property Manager.

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

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

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

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

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

Name:

Signature:

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

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

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

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

(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
- (v) Website: 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. 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. 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

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

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth Australian Citizen Yes No

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 lessor or managing agent to whom rent is paid

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

(ii) Previous address of Applicant

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

Address Phone No

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Period of Employment

Phone No Wage \$

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

Explanation if no employment:

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

First Next of Kin
NAME 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

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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 Australian Citizen Yes No

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 lessor or managing agent to whom rent is paid

Address Phone No

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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

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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 Australian Citizen Yes No

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

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Reason for leaving

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First Contact
NAME ADDRESS TELEPHONE

Second Contact
NAME ADDRESS TELEPHONE

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ADDITIONAL SPECIAL CONDITIONS PERTAINING TO THE RESIDENTIAL TENANCY LEASE AGREEMENT IF ACCEPTED FOR THE PREMISES BEING APPLIED FOR.

ANNEXURE A

1. Should the tenant/s break the lease he/she will be responsible for rent up until the next tenant moves in, advertising costs; reimbursement of portion of owner/s leasing fee and any other applicable charges.
2. The tenant/s are hereby advised and acknowledge that should any payment by cheque dishonour, there will be a charge of \$15.00 payable immediately. Cheques will no longer be processed through our office.
3. Water consumption invoices and any other accounts payable by the tenant/s, are to be paid within 14 days of receipt. Failure to do so will result in a breach notice being issued.
4. No pets allowed without permission of the owner/s (any pets allowed must be kept outside at all times).
5. The tenant/s are aware, and agree to routine inspections being carried out on the premises. The first being at 6 weeks and then every 3 months thereafter, and agree to allow the Agent to use the spare key if necessary. We prefer to adhere to date provided.
6. It is a requirement that you give 30 days written notice to vacate the premises (see Section 40 of your lease agreement).
7. It is a preferred requirement that rent is paid to Ray White Cahill & Associates Trust Account by direct deposit or via a Card Deposit System at any Bankwest branch. Details provided by Ray White Cahill & Associates. Rental payments are to be made strictly in advance.
8. A final reading for the water consumption will be carried out by the Water Corporation at the expiry of the lease agreement at a cost that is current with the Water Corporation to be borne by the tenant/s.
9. Lawns & gardens must be watered regularly especially during summer, spring & autumn months. Lawns & gardens are to be fertilised at least twice a year with an appropriate fertiliser at the tenant/s expense. All weeds must be attended to immediately. Mulch to be reinstated at the end of the tenancy as per the Property Condition Report (photo's)
10. There is to be no smoking inside the premises. Any damage resulting from smoking will be the responsibility of the tenant/s and will be repaired at the tenant/s expense.
11. Should the premises have wooden floorboards, the tenant/s are to ensure the floors are protected from furniture scratching. It is required by the tenant/s to use rugs, carpet stoppers or non-scratch Velcro on the legs etc of any furniture which may cause scratches.
12. Rent cannot be deducted from the bond at the end of the lease and any money owing must be paid in full at the end of the lease.
13. At the termination of the tenancy, the tenant/s agree to have all carpets professionally steam cleaned. The cost of this is to be borne by the tenant/s and a receipt must be produced as proof that the cleaning has been carried out. Warning: Plants must not be placed on the carpet areas without a non-leak container, any damage caused by water will be repaired at the tenant/s expense.
14. The tenant/s agree to air all rooms sufficiently so that mildew does not appear.
15. In the event of a breach of the Tenancy Agreement (non/late payment of rent or accounts, failure to maintain the premises &/or gardens etc), the tenant/s are aware that the Agent on behalf of the owner/s may record information regarding the breach on the Tenancy Database. This information may also be disclosed in connection with any other premises applied for in the future. Alternatively, should we feel you have been a quality & recommended tenant/s we may record this information on the Tenancy Database.
16. The tenant/s agree that no vehicle, trailers, caravans will be parked on the lawn or garden areas, including the front verge at any time.

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 / /