# STANDARD APPLICATION TO LEASE RESIDENTIAL PROPERTY

# WE CAN NOT PROCESS AN APPLICATION WITHOUT ALL THE

# **INFORMATION BELOW**

**INFORMATION IS REQUIRED FROM ALL PERSONS LIVING IN THE PROPERTY OVER 18** 

## **INFORMATION REQUIRED**

2 forms of identification One MUST be current photo ID

Previous rental history or Selling Agents details

Occupation

Proof of income (Either pay slips or statement)

Two personal/business references

Please email applications with identification and all required documentation to:

leasing@acerealty.com.au

\*\*\*\*\*PLEASE READ YOUR APPLICATION CAREFULLY BEFORE SUBMITTING\*\*\*\*\*

Office 9364 9999

PO Box 1079, Canning Bridge Applecross WA 6153

# APPLICATION TO RENT RESIDENTIAL PREMISES

## INFORMATION REQUIRED FROM APPLICANT/S

APF	PLICANT ONE:		P	hone:
APF	PLICANT TWO:		Р	Phone:
APF	PLICANT THREE:		Р	hone:
DETAILS OF PROPERTY:				
1.	Property Address:			
2.	For a period of:		Months	
3.	Starting From:	То		
4.	Rent Amount: \$			
5.	Number of Persons to Occupy:A	dults:	Children:	Ages:
6.	Pets: Type:Breed:		Number:	Age:

# PLEASE NOTE WE REQUIRE THE BOND & TWO WEEKS RENT PAID AND THE LEASE AND BOND DOCUMENTS SIGNED WITHIN 3 BUSINESS DAYS OF APPLICATION BEING ACCEPTED

# APPLICANT ONE

Name:			Date of birth://		
Phone work:Phone	e Mobile:		Email:		
Current address:		C	urrent Landlord:		
Contact Number:	R	ent Paid:	from//To//		
Proof of identification sited eg: driver's lice	ence:	Passport:	Birth Certificate:		
PREVIOUS RENTAL HISTORY					
Address:					
Rent paid \$:per week    for	tnight 🗆 month				
Rent paid to:		Phone:			
(Property Manager or L					
Address:					
(Pr Rented from:/ to/	operty Manager o	r Landlords addr	ess)		
Reasons for leaving:					
EMPLOYMENT DETAILS (if self-employed					
	Decupation:				
Employer's Address:					
Employed from:/ to/	//				
Contact name:			Phone:		
Net income: \$per wee	k 🗆 fortnight 🗆	month 🗆			
Net weekly income from other sources: \$		_per week 🛛	fortnight  month		
PERSONAL REFERENCES					
1. Name:		Relations	ship to applicant:		
Contact phone:					
2. Name:					
Contact phone:					
NEXT OF KIN					
Name:		How relate	d:		
	one home:Phone work:Phone Mobile:Phone Mobile:				
Address:					
EMERGENCY CONTACT					
Name:		How relate	d:		
Phone home:					
Address:					

# APPLICANT TWO

Name:	Date of birth:/	/
Phone work:Phone Mob	ile:Email:	
Current address:	Current Landlord:	
Contact Number:	Rent Paid:from//To	_//
Proof of identification sited eg: driver's licence:	Passport:Birth Certificate:	
PREVIOUS RENTAL HISTORY		
Address:		
Rent paid \$:per week  fortnigh	month 🗆	
Rent paid to:	Phone:	
(Property Manager or Landlo		
(Propert	/ Manager or Landlords address) —	
Reasons for leaving:		
-	employed less than one year, please supply previous employed	or also)
	Employer:	
Employed from:/ to/		
	/ Phone:	
Net income: \$per week □	fortnight ii month ii	
Net weekly income from other sources: \$	per week $\Box$ fortnight $\Box$ month $\Box$	
PERSONAL REFERENCES		
3. Name:	Relationship to applicant:	
Contact phone:Ad	ldress:	
4. Name:	Relationship to applicant:	
Contact phone:Ac	ldress:	
NEXT OF KIN		
Name:	How related:	
Phone home:P	hone work:Phone Mobile:	
Address:		
EMERGENCY CONTACT		
	How related:	
	hone work:Phone Mobile:	
Address:		

# APPLICANT THREE

Name:		Date of birth://			
Phone work:	Phone Mobile:	Email:			
Current address:		Current Landlord:			
Contact Number:		Rent Paid:from//To//			
Proof of identifica	tion sited eg: driver's licence:	Passport:Birth Certificate:			
PREVIOUS REN	TAL HISTORY				
	per week   fortnight  m				
Rent paid to:		Phone:			
	(Property Manager or Landlord Nam				
Address:					
Rented from:	(Property Manag _// to/	ger or Landlords address)			
Reasons for leavi	ng:				
	-	ed less than one year, please supply previous employer also)			
Occupation:	Dccupation:Employer:				
Employer's Addre	ess:				
Employed from: _	/ to//				
Contact Name:		Phone:			
Net income: \$	per week fortnig	ht D month D			
Net weekly incom	ne from other sources: \$	per week $\Box$ fortnight $\Box$ month $\Box$			
PERSONAL REF	ERENCES				
5. Name:		Relationship to applicant:			
Contact phone:	Address:	· ···			
6. Name:		Relationship to applicant:			
Contact phone:	Address:				
NEXT OF KIN					
Name:		How related:			
Phone home:	Phone wo	ork:Phone Mobile:			
Address:					
EMERGENCY C	ONTACT				
Name:		How related:			
Phone home:	Phone wo	ork:Phone Mobile:			
Address:					

### INFORMATION FOR LESSORS (OWNERS) AND APPLICANTS

#### This application form

This application form will assist the lessor (owner) to select a tenant to rent the premises. The lessor/property manager will require some information about the applicant in this form, such as rental history and how the rent will be paid. The application may not be approved if not enough information is provided. This form does not form part of a tenancy agreement. The rights and obligations of the tenant and owners are governed by the Residential Tenancies Act 1986.

#### **Option fee – Not Applicable**

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

#### **Tenancy databases**

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

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

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

#### Equality

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

See next page (5 of 5) for Attachment A

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

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

## ATTACHMENT A

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

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

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

The database/s we use are:

NATIONAL TENANCY DATA BASE: PHONE: 1300 563 826 Email: info@ntd.net.au Website: www.ntd.net.au

TENANT SIGNATURE

TENANT SIGNATURE.....

TENANT SIGNATURE.....

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

#### CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

- 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.
- 15. 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.
- 16. The persons comprising the Applicant are not 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.
- 17. 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.
- 18. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease will 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.
- 19. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent.
- 20. 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 caused by a waterbed or the escape of water from a waterbed.
- 21. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
- 22. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notices to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.
- 23. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant will be deemed to be service on them all.

#### PRIVACY

24. 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 enquiries of such other persons or agencies as the Owner may see fit.

The personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application, to manage the tenancy and to conduct the Agent's business. Personal information collected about the Applicant 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 landlord, referees, other agents, third party operators of tenancy reference databases, and prospective buyers of the Premises. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other real estate agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting the Agent. The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date.

If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

#### OFFER OF OPTION TO OWNER

- 25. 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, will be the amount referred to in item 7. The period of the Option will 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 two business days after the acceptance of the Application and Offer.
- 26. The Option is exercised by the Applicant either:
  - (i) executing the Lease; or
  - (ii) taking possession of the Premises with the Owner's consent; or
  - (iii) giving a notice in writing to the Owner exercising the Option; whichever occurs first.
- 27. 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.
- 28. The Applicant encloses with this Application an Option Fee for the sum referred to in Item 7. 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.

] initials

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32 Special Conditions to the lease requested by the Applicant 9

33.	Special conditions that will apply to the lease (if Application accepted, and option exercised)		
34.	The Applicant(s) acknowledge that the special conditions will form part of any lease agreemen	r.	
		u	
Applicant's signature			
Applicant	's signature	Date	
Applicant'	s signature	Date	