

## EXPLANATION RESIDENTIAL TENANCY APPLICATIONS

Only complete an application and pay the option fee if you are sure that you want to enter into a lease with the lessor for the particular premises, or hold the premises for a period.

This explanation is intended for a person who is applying through a REIWA member agent for a residential property lease using REIWA approved documents.

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 applicant, the managing agent requires some background information regarding previous premises that you have leased, and information on how you will pay the rent.

# The form "STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PROPERTY" is not the lease.

The purpose of this form is:

**Firstly**, to inform the lessor of your details, and your requirements for the lease. For example, if you wish to have pets at the premises.

**Secondly**, 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, the initial rent payment and the letting fee.

**Thirdly**, to make you aware of conditions associated with making the application. For example, if your application is accepted, when you can take possession.

**Fourthly**, to create an option to take the premises. If the lessor accepts your application, then the lessor gives you the option to take up a lease. Unless otherwise agreed, you will have two business days from the time when the lessor's agent informs you that your application has been approved in which to make a final decision if you want to enter into a lease. This is a holding period. If you enter into the lease, then the option fee will be credited to the rent payable. If you decline the opportunity to enter into the lease during the option period, then the lessor will keep the option fee.

<u>Summary</u> Your action:	1.	Complete application
	2.	Submit application with the option fee
Lessor's action:	3.	Accept or reject application
		If application is rejected then option fee is returned.
Your action:	4.	If application is accepted, then you have a period of time to enter into the lease.
	5.	If you withdraw after acceptance by the lessor, then you will forfeit the option fee.



## **PRIVACY ACT 1988**

COLLECTION NOTICE

The personal information the prospective tenant provides in a tenancy application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application and to manage the tenancy. Personal information collected about the Applicant in any application and during the course of a tenancy if an application is successful may be disclosed for the purpose for which it was collected to other parties including to the landlord, referees, other agents and third party operators of tenancy reference databases. 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 agents.

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

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



### **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.

Your action if You wish to apply for the 1. Complete this Application.									
Residential Tenancy Agreement:	<ol> <li>Submit this Application.</li> <li>Submit this Application to the Property Manager together with any Option Fee that may be requested by the Property Manager.</li> </ol>								
Lessor's action if You do not succeed with Your Application:	<ol> <li>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>								
Lessor's action if You succeed with Your Application:	<ol> <li>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>								
What You will then need to do if You are the successful Applicant:	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.								
	<ol> <li>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>								

FUR:	Premises Aduress:		
FROM:	Proposed Tenants' Names:		
<b>TO:</b> T	he Property Manager:	Agency Name: STONEFORM ENTERPRISES PTY LT	D
		Address: Shop 6, Eureka Road, Wilson, WA, 6107	
		Telephone: Business: 9259 8900	Facsimile: 9259 8999
		E-mail: pm@minic.com.au	

# application to enter into residential tenancy agreement



	(TO BE COMPLETED BY PROPERTY MANAGER)								
	_	. [							
	Prem	ises							
•	Rent	\$							per week
	Optio	n Fee (if applicable) \$							
	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 follo money to the Property Manager:							ne following	
	REQ	UIRED MONEY							
	REQ (a)	<b>UIRED MONEY</b> Security bond of	\$						
	-		\$\$						
	(a)	Security bond of							
	(a) (b)	Security bond of Pet bond (if applicable)	\$						
	(a) (b) (c)	Security bond of Pet bond (if applicable) First two weeks rent	\$						



#### PART B TO BE COMPLETED BY YOU

(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)

TEN	VANCY 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 Breed Number Age								
	Type of Pet Breed Number Age								
9.	Do You intend applying for a residential tenancy bond from a State Government Department?								
	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:								
12.	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

Signature:



18.			iccessful application the Lessor will provide You with a proposed Residential Tenancy Agreement for the Premises which will grant You the ng into a Residential Tenancy Agreement:
	(a)	Agreement	the Residential Tenancy Agreement, comply with all the stipulated requirements for the creation of a binding Residential Tenancy . as set out in Part C of the document (eg returning the document to the Property Manager by the stipulated time, paying full 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 be refunded to You or applied towards the rent; or
		Agre	Option Fee has been paid and if neither the Lessor nor the Property Manager sign the document THEN no binding Residential Tenancy ement will exist between You and the Lessor; or
			Option Fee has been paid and if the Lessor (or the Property Manager) signs the document, THEN a binding Residential Tenancy ement will exist between You and the Lessor.
	(b)	Agreement	ot sign the Residential Tenancy Agreement or if You do not comply with the pre-requisites for the existence of the Residential Tenancy You will not have entered into a binding Residential Tenancy Agreement, the option for You to enter such an agreement will lapse, and Fee paid by You will be forfeited to the Lessor.
		conduct. T	er the Residential Tenancy Act 1987 agreements to lease do not have to be in writing and may be entered verbally or by nis clause 18 does not purport to remove any right of parties to reach non-written agreements. However, if the parties wish 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.	TEN SET TO T RES	IANCY AGR OUT IN PAI	ERSTAND THAT IF YOU ARE THE SUCCESSFUL APPLICANT AND THE LESSOR PROVIDES YOU WITH A PROPOSED RESIDENTIAL EEMENT BUT YOU DO NOT COMPLY WITH PRE-REQUISITES FOR THE EXISTENCE OF A BINDING RESIDENTIAL TENANCY AGREEMENT, RT C OF THE RESIDENTIAL TENANCY AGREEMENT (INCLUDING SIGNING THE RESIDENTIAL TENANCY AGREEMENT, RETURNING IT RTY MANAGER BY THE STIPULATED TIME, PAY ANY STIPULATED RENTAL IN ADVANCE,SECURITY BOND AND / OR PET BOND) NO ENANCY AGREEMENT WILL COME INTO EXISTENCE AND THE LESSOR MAY ENTER INTO A RESIDENTIAL TENANCY AGREEMENT R PERSON.
20.	DEF	INITIONS	
	(a)	"Applicatio	is the <i>Residential Tenancies Act 1987</i> including any amendments. n" means this Application to enter into a Residential Tenancy Agreement. <b>Day</b> " means any day except a Sunday or public holiday in Western Australia.
			eans the person/entity with the authority to lease the Premises.
		•	" 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. It of the Option Fee is capped as follows:
		(ii) whe (ii) whe \$1,2	re the weekly rental under the Residential Tenancy Agreement is \$500 or less, an Option Fee of up to \$50 is payable; re the weekly rental under the Residential Tenancy Agreement exceeds \$500, an Option Fee of up to \$100 is payable; re the Residential Tenancy Agreement is for residential premises south of the 26th parallel of south latitude and the weekly rent is 00 or more, an Option Fee of up to \$1,200 is payable.
			means the address specified on the first page of this document. Any items included or excluded will appear in Part A of the proposed Tenancy Agreement.
			Aanager" means the real estate agent appointed by the Lessor to lease and manage the Premises.
		Part C will	I Tenancy Agreement" means an agreement in writing in the form prescribed by the Act, comprising of Parts A, B and C. include additional special conditions as agreed between the parties.
			our" means the person or persons making the Application to Lease the Premises.
	(b)	All acts an	d things that the Lessor is required or empowered to do may be done by the Lessor or their Property Manager.
21.			or the purpose of this Application, the Lessor or Property Manager may make enquiries of the persons given as referees, next of kin or acts provided by You, and also make enquiries of such other persons or agencies as the Lessor may see fit.
	verit info purp oper	fy Your iden rmation coll pose for whi rators of res	ormation You give in this Application or collected from other sources is necessary for the Lessor or Property Manager to tity, to process and evaluate the Application, to manage the tenancy and to conduct the Property Manager's business. Personal ected about You in this Application and during the course of the tenancy if the Application is successful may be disclosed for the ch it was collected to other parties including to the Lessor, referees, other Property Managers, prospective lessors, third party dential tenancy databases, and prospective buyers of the Premises. Information already held on residential tenancy databases losed to the Property Manager or Lessor.
	othe appl	er relevant p lication) or t	the Residential Tenancy Agreement or You fail to comply with Your obligations under any Residential Tenancy Agreement that fact and ersonal information collected about You during the course of this Application (including information provided separately to this ne Residential Tenancy Agreement may also be disclosed to the Lessor, third party operators of tenancy reference databases (to the d by law), other Property Managers, prospective lessors and prospective buyers of the Premises.
			to access the personal information the Lessor or Property Manager holds, You can do so by contacting the Property Manager. See also tice regarding use of residential tenancy databases.
			rect this information if it is inaccurate, incomplete or out-of-date. If the information in this Application, is not provided, the Property ot be able to process the Application, or the Residential Tenancy Agreement properly or manage the tenancy properly.
	Nar	ne:	



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.
  - 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)

2.

- (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: <u>www.tica.com.au</u>

#### (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: <u>info@ntd.net.au</u>
- (v) Website: <u>www.ntd.net.au</u>

#### (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 <u>www.tica.com.au</u>. Information regarding application fees can be found on the application form;
- as to the National Tenancy Database;
- (i) A request for rental history file can be downloaded from <u>www.ntd.net.au</u>. 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

(b)

(i)

NOTE: This notice is required to be given regardless of whether the Property Manager intends to conduct a search on the particular applicant.



YOUR (First Person's)	PARTICULARS		
Your Name	(SURNAME)	(FIDET NAME)	
Present Address	(SURNAME)	(FIRST NAME)	(MIDDLE NAME)
Phone No Work	Phone No Home		
Mobile	Email		
Date P	Place	Family Name	Australian Citizen Ves No
of Birth of DOCUMENTS TO CONFIR			
Drivers Lic'ence No	State	Passport No	
Other ID			
Proof of Identification (licence n	umber/bankcard etc)		
Vehicle Type & Registration No			
Anything else to support Your A	pplication		
/· ]·····			
Smoker Yes No Personal References a)			
	NAME		TELEPHONE
b)			
(i) Name of current lessor or	NAME managing agent to whom rent is p	aid	TELEPHONE
Address	ווומוומפווופ מפרור נט שווטווו וכוור וא ש	Phone No	
Rental Paid \$	Period Rented From		
Reason for leaving			
(ii) Previous address of Applic	cant		
	r managing agent to whom rent w	as paid	
Address		Phone No	
Rental Paid \$	Period Rented From	То	
Reason for leaving			
(iii) Occupation:		(Note: Your En	nployer may be contacted to verify employment)
Employer			Period of Employment
Phone No			Wage \$
If less than 12 months, na	me and address of previous employ	yer	
Explanation if no employr			
(iv) Next of Kin (Note: These pe	eople may be contacted to verify pa	rticulars)	
First Next of Kin	NAME	ADDRESS	TELEPHONE
Forond Novt of Kin	IVAIVIL		
Second Next of Kin	NAME	ADDRESS	TELEPHONE
Emergency Contact (name	e and address and telephone) [No	te: These people may be contacted to verify	particulars.]
First Contact	NAME	ADDRESS	TELEPHONE
Second Contact			
	NAME	ADDRESS	TELEPHONE



YOL	JR (Second Per	son's) PART	ICULARS					
Your	Name	(SURNAME)			(FIRST NAME)			(MIDDLE NAME)
Prese	ent Address							
Phon	e No Work		Phone No Hom	ie				
Mobil	le		Email					
Date of Bi	rth	Place of Birth		Family Name at Birth				Australian Citizen 📄 Yes 🗌 No
DOC	UMENTS TO COM	NFIRM YOUR	IDENTITY					
Drive	r's Licence No		State	e F	assport No			
Other	r ID							
Proof	of Identification (lice	nce number/banl	<card etc)<="" td=""><td></td><td></td><td></td><td></td><td></td></card>					
Vehic	le Type & Registration	n No						
Anyth	hing else to support Y	our Application						
Smok	ker 🗌 Yes 🗌 No							
Perso	onal References	a)						TELEPHONE
		b)NAME						TELEPHONE
(i)	Name of current less	sor or managing a	agent to whom rent is	paid				
	Address				Phone No			
	Rental Paid \$		Period Rented From			То		
	Reason for leaving							
(ii)	Previous address of	Applicant						
	Name of previous le	ssor or managing	agent to whom rent v	was paid				
	Address				Phone No			
	Rental Paid \$		Period Rented From			То		
	Reason for leaving							
(iii)	Occupation:				(1	Vote: Yo	ur Emplover mav	be contacted to verify employment)
(,	Employer							d of Employment
	Phone No							ge \$
		ns, name and add	ress of previous empl	oyer				
				,				
	Explanation if no em	ployment:						
(iv)	Next of Kin (Note: Th	ese people may b	e contacted to verify p	oarticulars)				
	First Next of Kin							
		NAME			ADDRESS			TELEPHONE
	Second Next of Kin	NAME			ADDRESS			
	Emorgonou Contact		c and tolophone) [N	oto: Those pas	ADDRESS	-+ 0 d + 0	orify particulars 1	TELEPHONE
	First Contact	(iiaiile afiu addres	ss and telephone) [N	ore: Tuese beot	ne may be contai	10 V	eniy particulars.]	
		NAME		] L	ADDRESS			TELEPHONE
	Second Contact				40005555			TELEDUONE
		NAME			ADDRESS			TELEPHONE



YOUR (Thir	d Person's) PARTICI	JLARS				
Your Name	(SURNAME)		(FIRST NAME)			(MIDDLE NAME)
Present Address						
Phone No Work		Phone No Home				
Mobile		Email				
Date of Birth	Place of Birth		nily Name Birth		Aus	tralian Citizen 📄 Yes 📃 I
DOCUMENT	TO CONFIRM YOUR I	DENTITY				
Drivers Lic'ence	No	State	Passport No			
Other ID		L				
Proof of Identifi	ation (licence number/bank	card etc)				
Vehicle Type & F	egistration No					
Anything else to	support Your Application					
Smoker Yes	No					
Personal Refere	nces a) NAME					TELEPHONE
	b)NAME					TELEPHONE
(i) Name of	urrent lessor or managing a	gent to whom rent is paid				
Address			Phone No			
Rental Pa	d \$	Period Rented From		То		
Reason fo						
	ddress of Applicant					
	revious lessor or managing	agent to whom rent was p		[		
Address			Phone No			
Rental Pa		Period Rented From		То		
Reason fo	r leaving					
(iii) Occupatio	n:		1)	lote: Your Emp	loyer may be c	ontacted to verify employment)
Employer					Period of	Employment
Phone No					Wage \$	
If less tha	n 12 months, name and addr	ess of previous employer				
Explanati	on if no employment:					
(iv) Next of Kir	(Note: These people may be	contacted to verify partic	ulars)			
First Next		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
רוו זר ועפצו			ADDRESS			TELEPHONE
Second N	ext of Kin		ADDRESS			TELEPHONE
Emergeno	y Contact (name and addres	s and telephone) [Note: ]	These people may be contac	ted to verify pa	rticulars.]	
First Cont	NAME		ADDRESS			TELEPHONE
Second Co	ntact					
	NAME		ADDRESS			TELEPHONE



By Signing this document You a Premises. Your Application may	are making an application to enter into a Residential Tenancy Agreement in relation to the / or may not be successful.	
Your Signature ( <b>First Person</b> )		Date / /
Your Signature ( <b>Second Person</b> )		Date / /
Your Signature ( <b>Third Person</b> )		Date / /

# **APPLICATION FOR RESIDENTIAL TENANCY**

**IMPORTANT-** To consider your Application for Tenancy we require you to:

- FILL IN COMPLETELY AND SIGN THE APPLICATION FORM with all relevant information and reference details, and all persons wishing to reside clearly indicated. WE CANNOT PROCESS THIS FORM UNLESS ALL PARTS HAVE BEEN FULLY COMPLETED.
- **Provide identification to pass our 100 POINT CHECK**

### **PROOF OF IDENTIFICATION REQUIRED- 100 POINT CHECK**

We require <u>each applicant</u> to provide the following WE REQUIRE IDENTIFICATION FROM ALL THREE CATAGORIES WITH A TOTAL SUM OF 100 POINTS OR MORE

Category	IDENTIFICATION REQUIRED PER APPLICANT	POINT VALUE
1 Tick	Current Agent Rent History Ledger/Record	50 Points
1	Passport (only if Non-Australian Resident)	40 Points
1	Latest Telephone Account (Landline Only)	40 Points
1	Latest Electricity or Gas Account (With Address)	40 Points
1	Current Driver's Licence- with Photo	40 Points
1	Proof of Age Card- with Photo	40 Points
2	Tertiary Education Photo ID	30 Points
2	Current Vehicle Registration	30 Points
2	Passport (Australian Resident)	20 Points
3	Medicare Card	10 Points
3	Citizenship Certificate	10 Points
3	Birth Certificate	10 Points
3	Debit/Credit Card	10 Points

PROCESSING AND APPLICATION ACCEPTANCE/NON ACCEPTANCE

## PLEASE READ CAREFULLY

- Your application will be processed with the information provided and submitted to the landlord for their acceptance or non-acceptance for tenancy. This is always a landlord decision.
- IMPORTANT- We are unable to give any reason for non-acceptance, if your application is not approved for tenancy.
- If your application is not approved, you will be informed by SMS
- Should your application be accepted, you will be asked to pay the bond/first 2 weeks rent and sign the lease as soon as possible. You will be asked to pay the monies by direct deposit into our trust account immediately
- Water Charges may also apply- please check with the property manager.
- It is a tenant responsibility to arrange connection of electricity, telephone and gas supply to the property, once the application is approved. However we are also able to assist you in this regard- please let us know.



# **TRUST ACCOUNT BANK DETAILS**

NAME:	MINIC PROPERTY GROUP
BSB:	066 102
ACCOUNT:	10176432
DEPOSIT:	\$

REFERENCE: STREET ADDRESS