



HOLDSWORTH REAL ESTATE TENANCY APPLICATION

Please complete in full.

Submit by any of the following:

Email reception@holdsworth.com.au

In person at 100 Wanneroo Rd Yokine

Fax to 9344 1275

TENANCY APPLICATION

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: **Holdsworth Real Estate**

Address: **100 Wanneroo Road, Yokine, WA, 6060**

Telephone: Business: **9344 1270**

Facsimile: **9344 1275**

E-mail: **reception@holdsworth.com.au**

application to enter into residential tenancy agreement

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" value="4 x weekly rent"/> |
| (b) Pet bond (if applicable) | \$ | <input type="text" value="\$260.00 (if approved)"/> |
| (c) First two weeks rent | \$ | <input type="text" value="2 x weekly rent"/> |
| (d) Less Option Fee (if paid) | \$ | <input type="text" value="Not applicable"/> |
| (e) Total | \$ | <input type="text" value="6 x weekly rent + \$260.0 (if pet is approved)"/> |

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

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 applicatino 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

YOUR (First Person's) PARTICULARS

Your Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
	(SURNAME)	(FIRST NAME)	(MIDDLE NAME)
Present Address	<input type="text"/>		
Phone No Work	<input type="text"/>	Phone No Home	<input type="text"/>
Mobile	<input type="text"/>	Email	<input type="text"/>
Date of Birth	<input type="text"/>	Place of Birth	<input type="text"/>
		Family Name at Birth	<input type="text"/>
		Australian Citizen	<input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	<input type="text"/>	State	<input type="text"/>	Passport No	<input type="text"/>
Other ID	<input type="text"/>	<input type="text"/>			
Proof of Identification (licence number/bankcard etc)	<input type="text"/>				
Vehicle Type & Registration No	<input type="text"/>				
Anything else to support Your Application	<input type="text"/>				

Smoker Yes No

Personal References	a)	<input type="text"/>	<input type="text"/>
		NAME	TELEPHONE
	b)	<input type="text"/>	<input type="text"/>
		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	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	ADDRESS	TELEPHONE
Second Next of Kin	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	ADDRESS	TELEPHONE
Emergency Contact (name and address and telephone)	[Note: These people may be contacted to verify particulars.]		
First Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	ADDRESS	TELEPHONE
Second Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>
	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 Place of Birth Family Name at 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

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

application to enter into residential tenancy agreement

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 Place of Birth Family Name at Birth Australian Citizen Yes No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers 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

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

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 / /

ANNEXURE "A"

SPECIAL CONDITIONS

- 1) The tenant agrees to notify the agent **IN WRITING** no less than 30 days before the expiry of the lease of their intention to vacate the premises if on a fixed term lease.
- 2) The tenant agrees to notify the agent **IN WRITING** no less than 21 days before vacating the property of their intention to vacate the premises if on a periodic lease.
- 3) The tenant agrees to notify the agent **IN WRITING** no less than 30 days before the expiry of the lease of their intention to renew the lease.
- 4) The tenant agrees that it is a term of every agreement that the agent/owner may enter the premises for the purposes of showing the premises to prospective tenant, at any reasonable hour and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice (as per the Residential Tenancies Act 1987. Part IV, Division 2, Section 46 (f).
- 5) The tenant acknowledges that it is an offence for failing to pay rent with the intention of deducting it from the security bond at the end of a tenancy and is a breach of Section 52 of the Residential Tenancies Act (Penalty \$1000.00).
- 6) The tenant agrees and acknowledges that **ALL MAINTENANCE ITEMS ARE TO BE REPORTED TO THE OFFICE IN WRITING**. The tenant is also referred to Part B, point 22 & 23 of this Tenancy Agreement. The tenant is further requested to contact this office should they not have a response to a maintenance request within 7 days.
- 7) The tenant agrees and acknowledges that routine inspections will be carried out quarterly. Tenant will be notified in writing prior to the inspection date. Inspections are conducted between 9.00 am and 12.00 pm or between 1:00pm and 5:00pm weekdays. The tenant is aware and agrees that the agent may use their spare key to gain access to inspection property and photos will be taken to include with the owner's report.
- 8) The property is only to be occupied by the tenants whose names appear on the lease, children excepted. The only circumstances under which another can reside if they have completed an application form and received approval in writing from the agent.
- 9) The tenant agrees not to place any pot plants directly on the carpet/floorboards. Any damage will need to be rectified by the tenant and all costs associated with such rectification will be reimbursed to the owner.
- 10) The tenant agrees to use floor protectors under all furniture to prevent scratches or damage to timber/cork/floorboards. The tenant will use a chair mats under chairs with wheels on all flooring types. Any damage to the floor due to protectors not being used will be rectified by the tenant and all costs associated with such rectification will be reimbursed to the owner. High heel or Stiletto shoes should not be worn on polished floorboards.
- 11) If the owner has agreed to the tenants keeping a pet at the property, at no time is the number of pets to exceed the number indicated and agreed on the application. The tenant further agrees that pets must be outdoor pets and are not permitted to be inside the property at any time unless otherwise approved by the owner. The tenant agrees to pay a \$260.00 pet bond and to have the property professionally deodorised and sprayed for fleas at the end of their tenancy. Any damage caused by the pet is to be rectified immediately and reimburse to the owner. It is further acknowledged by the tenant that the pet bond may be held by the agent for a period of up to 6 weeks after the tenant has vacated the property.
- 12) If the tenant has a pool or a spa the tenant agrees to have it chemically tested and balanced on the last day of the tenancy by a reputable pool company and to provide a report to the agent.

Application Special Conditions

Property:

1

2

3

4

5

Property Manager: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

100 Point Check



Full Name: _____

Applying For (Property Address): _____

Group A (at least one from Group A required)

Document Type (please tick type used)	Point Value	Name of Issuing Body	Date of Issue	Place of Issue	Expiry Date	Document/ Account No	DOB	Address
<input type="checkbox"/> Birth Certificate	40							
<input type="checkbox"/> Passport	40							
<input type="checkbox"/> Drivers Licence	60							
Group B								
<input type="checkbox"/> Student Photo ID Card (issued by an Aust Tertiary Education Institution)	40							
<input type="checkbox"/> Pension Concession Card or Health Care Card	40							
<input type="checkbox"/> Other (bankcard etc) Type: Type:	25							
<input type="checkbox"/> Medicare/ Private Health Care Card	25							
TOTAL POINTS: (Minimum 100 Points)			Date Completed:	Completed By: (Staff Name)		Staff Signature:		

NB Please provide a copy of your visa if you ARE NOT an Australian Resident

(Ensure Photocopies of ALL Identification Used are attached)