



Residential Tenancy Application

Important Information

- ❖ **Every person over the age of 18 years who will be living in the property is required to complete a Residential Tenancy Application.**

- ❖ We require **100 points of ID** from each applicant which must include one form of Photo Identification – please see overleaf for further information regarding ID.

- ❖ If you have requested a pet, full details of the animal must be given, preferably with a reference.

- ❖ You will be contacted at the earliest opportunity and advised of the outcome.

- ❖ If your application is accepted, you must pay two weeks rent and four weeks bond within 48 hours of acceptance.

- ❖ Please complete the application form with all required sections completed, any information missed will delay processing of the application.

- ❖ Approval of an application is totally at the property owner's discretion.

Residential Tenancy Application – I.D Requirements

Please provide us with 100 points of Identification for each applicant;

Minimum one of the following – Photo Identification:

- Drivers Licence
- Passport
- Proof of Age Card

Minimum two of the following – further identification:

- Medicare Card
- Credit/EFTPOS Card
- Student ID Card
- Concession Card
- Birth Certificate

Essential –must attached:

- Proof of Income (Minimum of Two Payslips)
- Proof of Residential Address e.g utility account, phone bill etc.
 - Current Bank Statement

Preferable – if applicable:

- Copy of tenancy ledger
- Copy of last routine inspection

Office Hours: 9am – 5pm Monday-Friday

P: 9307 7777

E: reception@isell-realestate.com

Shop 19, Belridge Shopping Centre
Cnr Ocean Reef Road / Gwendoline Drive,
Beldon WA 6027

application to enter into residential tenancy agreement



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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"> Complete this Application. 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"> 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"> 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"> 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. 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:

Address 1			
Address 2			
Suburb		State	Postcode

FROM: Proposed Tenants' Names:

	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		

TO: The Property Manager:

Agency Name	iSell Real Estate		
Address	Shop 19, Belridge Shopping Centre, Cnr Gwendoline Drive & Ocean Reef Road, Beldon, WA, 6027		
Telephone	93077777	Facsimile	
E-mail	reception@isell-realestate.com		

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PART A (TO BE COMPLETED BY PROPERTY MANAGER)

1. Premises

Address 1

Address 2

Suburb

State

Postcode

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 \$

(b) Pet bond (if applicable) \$

(c) First two weeks rent \$

(d) Less Option Fee (if paid) \$

(e) **Total** \$

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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 Reg. No. Age
Type of Pet Breed Reg. No. Age
9. Do you intend on 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):

PO Box	<input type="text"/>	Town/City	<input type="text"/>	Postcode	<input type="text"/>
Address 1	<input type="text"/>				
Address 2	<input type="text"/>				

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.

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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
 - (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;
 - (iii) 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 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) and debt collectors, 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:

	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		

Signature:

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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.

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YOUR (First Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email			Gender
Date of Birth	Place of Birth	Family Name at Birth	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	State of Issue	Passport No	Country of Issue
Medicare Card No	Ref No	Colour	Expiry Date
Other ID			

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 Phone No

Address

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 Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Phone No

Period of Employment 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 TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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YOUR (Second Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email			Gender
Date of Birth	Place of Birth	Family Name at Birth	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	State of Issue	Passport No	Country of Issue
Medicare Card No	Ref No	Colour	Expiry Date
Other ID			
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

Phone No

Address

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

Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Phone No

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First Next of Kin NAME TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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YOUR (Third Person's) PARTICULARS									
Given Name(s)					Family Name				
Address 1									
Address 2									
Suburb							State		Postcode
Phone No		Work			Mobile			Home	
Email							Gender		
Date of Birth		Place of Birth			Family Name at Birth			Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	

DOCUMENTS TO CONFIRM YOUR IDENTITY									
Drivers Licence No			State of Issue		Passport No			Country of Issue	
Medicare Card No				Ref No		Colour		Expiry Date	
Other ID									
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 Phone No

Address

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 Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Phone No

Period of Employment 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 TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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YOUR (Fourth Person's) PARTICULARS

Given Name(s)		Family Name	
Address 1			
Address 2			
Suburb		State	Postcode
Phone No	Work	Mobile	Home
Email			Gender
Date of Birth	Place of Birth	Family Name at Birth	Australian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No	State of Issue	Passport No	Country of Issue
Medicare Card No	Ref No	Colour	Expiry Date
Other ID			

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 Phone No

Address

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 Phone No

Address

Rental Paid \$ Period Rented From To

Reason for leaving

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

Employer Phone No

Period of Employment 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 TELEPHONE

ADDRESS

Second Next of Kin NAME TELEPHONE

ADDRESS

Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]

First Contact NAME TELEPHONE

ADDRESS

Second Contact NAME TELEPHONE

ADDRESS

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[Large empty rectangular box for application details]

**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)	<input type="text"/>	Date	<input type="text"/>
Your Signature (Second Person)	<input type="text"/>	Date	<input type="text"/>
Your Signature (Third Person)	<input type="text"/>	Date	<input type="text"/>
Your Signature (Fourth Person)	<input type="text"/>	Date	<input type="text"/>

INFORMATION FOR TENANT**WHAT YOU MUST KNOW ABOUT YOUR TENANCY****At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:**

- a copy of this information statement
- a copy of your residential tenancy agreement
- 2 copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- keys to your new home.

UPFRONT COSTS**You are not required to pay:**

- more than 2 weeks rent in advance (see "ESSENTIALS FOR TENANTS" below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

ESSENTIALS FOR TENANTS**Follow these useful tips and pieces of information to help avoid problems while you are renting:**

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (record of payment) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) – you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see "ENDING THE RESIDENTIAL TENANCY AGREEMENT" in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa-pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa-pool is not in working order or does not comply with *Building Regulations 2012*, contact your lessor or property manager immediately to arrange urgent repairs. If delays occur, or you need more information, contact your local government
- Loose blinds or curtain cords or chains which are not fixed out of reach pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

COMPLAINTS AND DISPUTES

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at www.magistratescourt.wa.gov.au or go to the Department of Commerce website at www.commerce.wa.gov.au/ConsumerProtection to view general information publications about disputes and about the Magistrates Court process.

FURTHER INFORMATION
CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE

Perth office: Forrest Centre, 219 St Georges Terrace, Perth, Western Australia 6000

Hours: 8:30 a.m. – 5:00 p.m. **General Advice Line:** 1300 30 40 54

Email: consumer@commerce.wa.gov.au

Internet: www.commerce.wa.gov.au/ConsumerProtection

REGIONAL OFFICES:

Goldfields/Esperance: (08) 9026 3250 | **Great Southern:** (08) 9842 8366 | **Kimberley:** (08) 9191 8400

South-West: (08) 9722 2888 | **North-West:** (08) 9185 0900 | **Mid-West:** (08) 9920 9800

The WA Government provides funding assistance to the WA Tenancy Network which provides advice, information and advocacy to tenants throughout Western Australia.

Contact the Consumer Protection Advice Line on **1300 30 40 54** for referral to a centre near you.

ISELL REAL ESTATE ANNEXURES

1. Rent to be paid two days prior to the due date(allows for bank processing times). If rent is in arrears by three (3) days, a Form 21 Breach Notice for Non Payment of Rent will be issued and if not rectified within the required period, local court action will be taken resulting in your details being registered on the National Tenancy Database (NTD) which is default tenancy database.
2. The carpets are to be professionally cleaned upon vacating the property **and a receipt to be provided to iSell Real Estate when vacating.**
3. No pot plants are to be kept on carpets. Tenants are not to iron any items on carpets. If using office chairs on carpeted areas a plastic mat must be placed on the carpet to avoid damages and wear. Failure to do so may result in any sections of damaged carpet to be replaced at the cost of the tenant. Any damage caused to the carpets will be completely replaced at the tenant's expense.
4. A property inspection will be carried out six/eight(6/8) weeks after the commencement of the tenancy and thereafter every three (3) months (a week either side). The required written notice will be given to the Tenant.
5. The Tenant agrees to return the Property Condition Report, with any alterations to the Agent within seven (7) days of receipt. Failure to sign and return this report will result in the final bond inspection being carried out against the original report.
6. The Tenant acknowledges that at the time of vacating the property and returning the keys to the Agent, that the property is returned in no less condition than that stated in the ingoing Property Condition Report with fair wear and tear excepted. Upon vacating a Final Bond Inspection will be completed by the Agent. The Tenant acknowledges that if the condition of the property does not compare with that of the Property Condition Report, then the cost to remedy these issues will be deducted from their Security Bond. The Tenant acknowledges that the Agent is under no obligation to allow the Tenant to return to rectify any areas of concern after the property has been surrendered.
7. As per Section 2.18 of this Residential Tenancy Agreement, the lawns and gardens are to be maintained by the Tenant. The tenants also agree that no cars, boats, caravans or trailers are to be parked on the lawn at any given time.
8. The Tenant acknowledge that they are responsible for payment of water consumption at the premises and agree to pay, in full, all invoices for water within 14 days of issues.
9. A \$260.00 pet bond is to be paid where the Owners have allowed a pet to stay at the property. Tenants shall use reasonable diligence in the care of the property and agree to pay for any damage incurred to the property caused by the pet. At the end of the tenancy the Tenant is responsible for arranging a flea/pest control treatment to fumigate the property for fleas by our preferred contractor and for the receipt to be provided to iSell Real Estate. The Tenant is aware and agrees that all pets are to remain outside unless otherwise approved by the Lessor in writing. Visitors pets are not permitted at the property unless approved by the Lessor in writing.
10. The Tenant is aware that a rent review will be conducted in not less than six (6) months time from the date of this lease.
11. A water meter reading will be obtained from the water corporation at the expiration of the tenancy. The tenant agrees to pay for the cost of the special meter read.

12. Where applicable, the Tenants are to ensure that the pool is kept clean and chemically balanced during this tenancy. A chemically balanced report is to be provided by a pool company on vacating the property.
13. The Tenant is aware that a \$20 fee is payable to the Agent for any dishonoured cheque presented to iSell Real Estate.
14. The Tenant is aware that there is to be no smoking inside the home. Any smoke/odour or damage caused to the interior will be rectified at the tenant's expense. The Tenants will be responsible for the full cost to remove cigarette butts and to clean and affected paving/slabs or other hard flooring surfaces affected.
15. Light globes, Smoke Alarm Batteries & reticulation parts are the responsibility of the Tenant to replace.
16. The Tenant will be responsible for the cost of repairs and replacement of all window treatments (including venetians, curtains, verticals, Holland etc) components including blades, weights, chains and swivel arms, if damaged by their pets or guests. The Tenant is aware and agrees to have all window treatments professionally cleaned if they are stained by the Tenant, Tenants pets or their guests. Repairs or replacements due to misuse or mishandling by a tenant will be charged to the tenant.
17. The Tenants will inform iSell Real Estate in writing should their employment change, the Tenant will also inform in writing to iSell Real Estate should any of their personal contact details change, including but not limited to email address, phone number etc.
18. The Tenant agrees to provide iSell Real Estate with a minimum of 30 clear days written notice prior to the expiry of their Lease. The Tenant agrees that the Agent will show prospective Tenants through the property after giving reasonable notice to the tenant.
19. The Tenants agree not to place alfoil or newspaper over any of the windows/glass surfaces. In some cases residue from alfoil/newspaper can fuse to the glass and the resultant stains cannot be removed. Should this occur, the tenants acknowledge and agree they will be responsible for the FULL COST to replace all affected windows/doors/glass surfaces at their own expense.
20. At NO TIME is a Tenant, their children or their guests permitted to climb onto any roof, garage, shed, bare cover, patio or other external structure. Should this occur the Tenant takes full responsibility for any injury and/or death resulting from such action. The Tenant accepts they will be responsible for the full cost to remedy any damage caused within fourteen days with reports and/or receipts being provided to the Agent as proof of remedy.
21. The Tenant has been made aware that should they break their Lease Agreement they will be responsible for the outgoing/ingoing costs associated with the Lease break, that would normally be incurred by the Lessor when securing a new Tenant. This includes, but is not limited to - the reimbursement of the unused portion of the letting fee to the Lessor, rent, maintenance and upkeep of the property including, cleaning, gardens, pools/spas, advertising, tenancy database checks, water consumption and any other items that the current Tenant is contracted to until the property is re-let or the lease expires, whichever occurs first.

SIGNED BY THE APPLICANT: _____

____/____/____

SIGNED BY THE APPLICANT: _____

____/____/____

PROPERTY

CLEANING AND MAINTENANCE REQUIREMENTS

The Tenant hereby agrees to maintain the property in a clean and neat condition, and, notwithstanding the condition of the property as stated in the Property Condition Report, to undertake the following maintenance on a regular basis and to ensure that these maintenance items are undertaken immediately prior to vacating.

1. Mow lawns and keep well watered, fertilised and free of weeds. Maintain well defined garden edges and keep gardens free of weeds.
2. Keep all floor surfaces, including tiles, grout and carpets clean and free from marks, stains etc, built in furniture, windows inside and out to be cleaned. All carpets are to be professionally cleaned and a receipt presented to the agent on vacation.
3. If there is a Swimming Pool on the property it must be clean and chemically balanced at all times. The Tenant is aware and agrees that should pool maintenance be included in the rental amount the Tenant shall remain responsible and liable for payment of all pool chemicals. The Tenants acknowledge that they are responsible for the ongoing chemical and maintenance of the pool/spa between regular service calls by the pool contractor with any associated costs being borne by the tenant.
4. Clean oven/grill, hot plates, toilets, bathrooms (including shower recess, soap holders, baths) and all sanitary areas of the kitchen. Keep interior and exterior window panes, tracks, sills, light fittings, doors, door tracks and sills free of dirt, grease, grit and dead insects. Keep skirting boards, architraves and door frames free of grit, dust and cobwebs. Remove cobwebs from eaves, window frames, downpipes, patio and pergola. Remove oil marks from driveways, porches and carport/garage floors.
5. Clean repair and make good any marks or chips on plastered walls to a professional standard.
6. It is the Tenants responsibility to keep clean where applicable any filters to i.e air conditioning wall units, range hoods, exhaust fans and any other filter within the property. All ceiling vents on any ducted system must be regularly cleaned and kept free of dust, cobwebs and grime.
7. Ensure the dwelling is regularly ventilated to ensure mildew does not appear. Should mildew appear it is the Tenants responsibility to remedy this at their own expense. This includes, but is not limited to, the repainting/re-grouting of any affected surfaces if damage occurs.
8. It is the Tenants responsibility to replace the batteries to any device supplied, including back up batteries to hard wired smoke alarms, when required. Should a contractor be engaged to carry out maintenance works only to find the batteries are the reason for the fault the Tenant shall bear the full cost of the service fee and any other associated and charged costs.

The Tenant further agrees that if the above requirements have not been completed upon vacating the property, the Agent may arrange for rectification and completion and **the Tenant shall pay all the reasonable costs thereof, including costs charged by the Agent to the Owner for the follow up inspection.**

Please Note: Keys to be returned to our Beldon Office on the last day of your tenancy and notification of your forwarding address will be required. Rent will be charged until all keys, remotes and swipes if applicable are returned to our office.

SIGNED by the Applicant/s Date: / /
..... Date: / /

