



## RESIDENTIAL TENANCY APPLICATION CONDITIONS AND CHECKLIST:

This office is a member of NTD – National Tenancy Database.

All applications for tenancy processed in this office must be cleared by NTD.

Please supply the following information with your application to ensure prompt processing:

1. Photographic Identification – Drivers Licence and/or Passport
2. Proof of Income – e.g. recent payslip, group certificate, bank statement showing income
3. References and/or contact details for previous landlords/agents
4. Proof of last residential address – e.g. phone bill, electricity bill, gas bill, bank statement, etc
5. An option fee equivalent to one weeks rent must accompany this application. The payment must be in cash which will be deposited into our Trust Account. If the application is successful, the option fee will be deducted from the total moving in cost. Should the application be declined, the option fee will be refunded within 5 working days. The refund will be in cheque form unless bank account details are provided. Please note that should you withdraw your application after acceptance by the owner, then you will forfeit the option fee.

**\*Please note all option fees must be paid by Cash, EFT or Credit card. Our office does not keep change on the premises nor do we have an EFTPOS machine so please ensure that you have the correct amount if paying by cash.**

Failure to provide all of the above documentation where relevant will cause delays in the processing of your application, or it may not be processed.

Please ensure the Application Form is completed and signed in full by all applicants wishing to reside at the property.

On approval of the application the ingoing costs (bond, rent) must be paid in full by cash, bank cheque, money order or EFT on the date the lease is signed.

**Please ensure that all application forms are returned to:**

**5/770 Canning Highway**

**Applecross WA 6153**

**Phone: 9316 3911 Fax: 9316 3922**



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

14. 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



Name ..... (SURNAME) ..... (FIRST NAME) ..... (MIDDLE NAME) .....

Present Address .....

Phone No Work ..... Phone No Home .....

Mobile ..... Email .....

Date of Birth .....

Driver's Licence No ..... State ..... Passport No .....

Other ID .....

Proof of Identification (licence number/bankcard etc) .....

Vehicle Type & Registration No .....

Smoker Yes / No

Personal References a) ..... NAME ..... TELEPHONE .....

b) ..... NAME ..... TELEPHONE .....

(i) Name of current owner or managing agent to whom rent is paid ..... Address ..... Phone No ..... Rental Paid \$..... Period rented From ..... To..... Reasons why leaving .....

(ii) Previous address of Applicant ..... Name of previous owner or managing agent to whom rent was paid ..... Address ..... Phone No ..... Rental Paid \$..... Period rented From ..... To..... Reasons why leaving .....

(iii) Occupation ..... Employer ..... Period of employment ..... Phone No ..... Wage \$..... If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone) First person ..... NAME ..... ADDRESS ..... TELEPHONE .....

Second person ..... NAME ..... ADDRESS ..... TELEPHONE .....

Emergency Contact (name and address and telephone)

First person ..... NAME ..... ADDRESS ..... TELEPHONE .....

Second person ..... NAME ..... ADDRESS ..... TELEPHONE .....



Name ..... (SURNAME) ..... (FIRST NAME) ..... (MIDDLE NAME) .....

Present Address .....  
.....

Phone No Work ..... Phone No Home .....

Mobile ..... Email .....

Date of Birth .....

Driver's Licence No ..... State ..... Passport No .....

Other ID .....  
.....

Proof of Identification (licence number/bankcard etc) .....

Vehicle Type & Registration No .....

Smoker Yes / No

Personal References a) ..... NAME ..... TELEPHONE .....

b) ..... NAME ..... TELEPHONE .....

(i) Name of current owner or managing agent to whom rent is paid .....  
Address .....  
Phone No .....  
Rental Paid \$..... Period rented From ..... To.....  
Reasons why leaving .....

(ii) Previous address of Applicant .....  
Name of previous owner or managing agent to whom rent was paid .....  
Address .....  
Phone No .....  
Rental Paid \$..... Period rented From ..... To.....  
Reasons why leaving .....

(iii) Occupation .....  
Employer ..... Period of employment .....  
Phone No ..... Wage \$.....  
If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone)  
First person ..... NAME ..... ADDRESS ..... TELEPHONE .....  
Second person ..... NAME ..... ADDRESS ..... TELEPHONE .....

Emergency Contact (name and address and telephone)  
First person ..... NAME ..... ADDRESS ..... TELEPHONE .....  
Second person ..... NAME ..... ADDRESS ..... TELEPHONE .....



31. THIRD APPLICANT'S PARTICULARS

07/07 302

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

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid Address Phone No Rental Paid \$ Period rented From To Reasons why leaving

(ii) Previous address of Applicant Name of previous owner or managing agent to whom rent was paid Address Phone No Rental Paid \$ Period rented From To Reasons why leaving

(iii) Occupation Employer Period of employment Phone No Wage \$ If less than 12 months, name and address of previous employer

(iv) Next of Kin (name and address and telephone) First person NAME ADDRESS TELEPHONE Second person NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone) First person NAME ADDRESS TELEPHONE Second person NAME ADDRESS TELEPHONE





## ADDENDUM 'A'

- On vacating the property the carpets are to be professionally steam cleaned by a ChemDry (Booragoon, ph 0418 811 673) approved by the Agent and the receipt is to be presented to the Agent.
- The tenant agrees to use protective felt to the base of any furnishings placed on timber flooring to avoid any scratching and damage to the timber floors. And no stiletto style shoes to be worn on timber floors.
- The tenant is responsible to ensure that no persons or invitees on the premises smoke inside the premises. The tenant will be held liable to make good any smoke damage or cigarette odour caused to the property.
- The tenant is responsible for replacing the battery when required in fittings such as smoke detector, doorbell, security alarm control pad, reticulation control panel, garage remotes etc
- Electricity and Gas are to be connected in the Tenant's name at the property and to be maintained by the tenant at all times
- The Tenant will be liable for any bank fees associated with dishonoured cheques and only cash will be acceptable thereafter
- The tenants acknowledges the taking of digital photo images at routine inspections for the express purpose of communicating the inspection and any comments to the landlords, the first inspection will be carried out at (6) six weeks and thereafter every (3) three months, the Agent will give you no less than (7) seven and no more than (14) fourteen days prior to attendance, due to time management issues the Agent is unable to accommodate fixed times for routine inspections, the inspections are carried out during business hours and if the tenant is not home the Agent will access the property using the office keys and will leave a card on site when leaving.
- The rent is to be paid one rental period in advance at all times
- The Tenants understands that no pot plants are to be placed directly onto the flooring without sufficient protection to the flooring. Glazed saucers only.
- The Tenant agrees to pay 100% of the water consumption costs. The Tenant/s are aware that at the expiration of tenancy, they will be responsible to pay for a special water meter reading of which the Water Corporation will fulfil.
- The tenant/s must ensure they have their own contents insurance as the owners building insurance does not protect the tenant/s contents and as such the Agent hereby notifies the tenant/s that it is their sole responsibility to ensure their own personal contents are adequately insured and covered at all times during their tenancy.
- The tenant agrees to clean the windows inside and out upon vacating the property and throughout the term of the tenancy.
- **The tenant understands that all maintenance and repair concerns are to be advised directly to Glen O'Brien Real Estate in writing, by email to [mh@glenobrien.net](mailto:mh@glenobrien.net), [dg@glenobrien.net](mailto:dg@glenobrien.net) or [rd@glenobrien.net](mailto:rd@glenobrien.net) if requiring urgent attention on 9316 3911.**

- **Note: Marilyn Hawkins 0411 448 524, Doug Goddard 0428951392, Rhonda D'Mello 0420888157 are the after hours *emergency* contact numbers if required. Any repairs to the property carried out without authorization from this office will be payable by the Tenant.**
- The tenants agree to maintain the lawns and gardens in the same condition as the property condition report. Failing to do so may result in a gardener being employed at the tenants cost. The tenant is also aware that there is no parking of cars on the lawn area. Any breakage of reticulation as a result is the tenant's responsibility.
- The Tenant understands that should rental payments be in arrears we have no option than to issue a Breach Notice for Non-Payment of Rent, proceeded by termination if required.
- The tenant acknowledges that the property will be actively marketed and prospective tenants will be shown through in the last 21 days of their tenancy. The tenant is further advised that digital photo images will be taken of the interior and exterior of the property at this time for the express purpose of web and window marketing.
- If the Tenant/s wishes to vacate at the expiry date of the fixed term lease agreement, the Tenant/s must give 21 days notice in writing to the Managing Agents prior to the vacating date.
- The Tenant understands that should the they wish to vacate prior to the lease expiry date the following 'break lease' expenses will be incurred:
  1. Rental Payments until the property is re-let
  2. Advertising Costs incurred in re-letting the property
  3. The reimbursement of the un-expired portion of the owners letting fee
  4. Cost of the Final Inspection Fee of \$132.00
  5. New tenant data base search fees equivalent to \$5.50 for each search on each and every tenancy application received and processed by the Agent.
- The tenant acknowledges that they are required to test the Residual Current Devices on a monthly basis. Tenants are required to advise the agent if the residual current devices are not working
- The tenant acknowledges that they are required to test the smoke detector/s on a month basis as well as change the batteries. Tenants are required to advise the agent if the smoke detectors are not working.

I / We have read, understand and agree to all conditions as outlined above.

Name (Please print)	Signature
Applicant No. 1	
Applicant No. 2	
Applicant No. 3	

# 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 owner 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 owner 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 owner 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 owner 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 and the initial rent payment.

**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 owner accepts your application, then the owner gives you the option to take up a lease. Unless otherwise agreed, you will have two business days from the time when the owner'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 owner will keep the option fee.

## Summary

**Your action:**

1. Complete application
2. Submit application with the option fee

**Owner'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 owner, then you will forfeit the option fee.



## GLEN O'BRIEN REAL ESATE PRIVACY STATEMENT

All property managers must ensure that you fully understand the National Privacy Principles and the manner in which we must use your private information in order to carry out our role as a professional property manager. Please take the time to read this Privacy Statement carefully and once completed, return it to this office with your tenancy application.

As professional property managers Glen O'Brien Real Estate collects personal information about you. You can ask for access to the personal information we have about you, by contacting us via:

Telephone:	9316 3911	Facsimile:	9316 3922
Email:	<a href="mailto:info@glenobrien.net">info@glenobrien.net</a>	In person:	5/770 Canning Highway
Visit website:	<a href="http://www.glenobrien.net">www.glenobrien.net</a>		Applecross WA 6153

### PRIMARY PURPOSE

As professional property managers, we collect your personal information to assess the risk in providing you with the lease/tenancy of the premises you have requested and if the risk is considered acceptable, to provide you with the lease/tenancy of the premises.

To carry out this role and during the term of your tenancy, we usually disclose your personal information to:

- The Landlord
- The Landlords lawyers
- The Landlord's broker/insurer
- Referees you have nominated
- Organisations and Trades people required to carry out maintenance to the premises
- Rental Bond Authorities
- Residential Tenancy Tribunals/Courts
- Mercantile Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025) ("NTD")
- Other Real Estate Agents & Landlords

### SECONDARY PURPOSES

We also collect your personal information to:  
(Tick each box if you consent to the use and disclosure)

- |  |                          |
|--|--------------------------|
| Enable us, or the Landlords lawyers, to prepare the lease/tenancy documents for the premises                   | <input type="checkbox"/> |
| Allow organisations / trades people to contact you in relation to maintenance mailers relating to the premises | <input type="checkbox"/> |
| Pay/release rental bonds to/from Rental Bond Authorities (where applicable)                                    | <input type="checkbox"/> |
| Refer to Tribunals, Courts and Statutory Authorities (when necessary)  | <input type="checkbox"/> |
| Refer to Mercantile Agents / Lawyers (where default/enforcement action is required)                            | <input type="checkbox"/> |
| Refer to Landlord's Insurer's  | <input type="checkbox"/> |
| Report your conduct as a tenant on the National Tenancy Database (NTD)   | <input type="checkbox"/> |

If your personal information is not provided to us and you do not consent to the uses to which we collect your personal information, we cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease/tenancy of the premises.

### NATIONAL TENANCY DATABASE PRIVACY STATEMENT

You can contact **National Tenancy Database Pty Ltd** (ABN 65 079 105 025) (“NTD”) and ask for access to any of your personal information stored on the database by:

Telephone: (03) 8629 1682  
Facsimile: (03) 8629 1628  
Email: info@ntd.net.au  
Postal Address: PO BOX 156, Collins Street, West Vic 8007  
Visit its website www.ntd.net.au

Proof of Identity will be required, i.e., photo licence, passport etc.

#### PRIMARY PURPOSE

NTD collects information to provide to its real estate members and others listed below, current and historical tenancy and location information on individuals and companies who/which lease residential and commercial property from or through licensed real estate agent members of NTD.

The real estate agent / property manager will advise NTD of your conduct throughout the lease/tenancy, and that information will form part of your tenant history.

NTD usually discloses information to:

- Licensed real estate agent members
- NTD’s parent company, Collection House Limited ABN 74 010 230 716, its subsidiaries, related entities and non credit related clients i.e., Insurance companies that issue Landlord Protection Insurance cover etc.
- Credit Bureaus (Commercial Leases only)

If your personal information is not provided to NTD, the real estate agent/property manager will not be able to carry out their professional responsibilities and I MAY NOT be able to **lease/tenant of the premises**.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

PRINT NAME: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



**CREDIT CARD PAYMENTS**

Please fill in details below

Please debit \$ \_\_\_\_\_ as part payment/full payment for \_\_\_\_\_

\_\_\_\_\_

***We advise that there is a 2% surcharge for all credit card transactions.***

Please debit my \_ MasterCard \_Bankcard \_Visa

Expiry Date \_\_\_/\_\_\_/\_\_\_ Amount (including 2% surcharge): \$ \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**EFT PAYMENTS**

Please transfer holding deposits to:

Account Name: Glen O'Brien Real Estate Trust Account  
 Bank: Commonwealth Bank  
 BSB: 066102 Account Number: 10102038  
 ID: Your name and property address (or and much information that can fit)

\*\*\*\*\*

**RECIEVED DEPOSITS**

Property Address: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Deposit: \$ \_\_\_\_\_ Payment Type: Cash/EFT/Credit Card

Should our application be unsuccessful we acknowledge that the deposit will be refunded to me/us in the form of a:

- Trust Account Cheque** in one name only unless you have a joint account or
- Direct Debit** to your nominated bank account

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

Bank Account Details for Direct Debit: BSB \_\_\_\_\_ A/C No. \_\_\_\_\_

Name of Account for refund: \_\_\_\_\_

Signature: \_\_\_\_\_

Refund lodged/Cheque Refund Number: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_