

STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PREMISES

This document is not a residential tenancy agreement and does not grant any right to occupy the Premises

INFORMATION FROM APPLICANT

Applicant: Mr/Mrs/Ms.....Telephone.....

Applicant: Mr/Mrs/Ms.....Telephone.....

Applicant: Mr/Mrs/Ms.....Telephone.....
Surname First Name Middle Name

TENANCY DETAILS

1. Premises.....

2. The tenancy is required for a period ofmonths From To

3. At a rental of \$.....

4. Total number of persons to occupy Premises
Adults Children
Ages Ages

5. Pets - Type of Pet Breed..... Number Age
Type of Pet Breed..... Number Age

6. Do you intend applying for a Ministry of Housing Bond? Yes No
If yes, \$..... Branch

7. Option Fee \$ *One Weeks Rent*

8. If offer accepted, Period of Option: business days from acceptance of Application (see item 30)

AMOUNTS PAYABLE (if option exercised and lease entered into)

9. Security deposit bond of \$ *4 Weeks Rent*

10. Pet bond (if applicable) \$ *\$100*

11. Initial rent to / / \$ *2 Weeks Rent*

12. Rent paid to / / \$

13. Stamp Duty (plus duplicate) of \$ *Nil*

14. Other \$

15. Total due \$ Option Fee (payable on application) (\$ *One Weeks Rent*)

16. BALANCE OWING (cash or financial institution cheque only) \$

CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

04/07302

- 17. The amounts referred to in Items 9 to 16 are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease shall 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 16.
- 22. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent.
- 23. 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.
- 24. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
- 25. 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.
- 26. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant shall be deemed to be service on them all.

PRIVACY

The Applicant

- 27. 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.
- 28. 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 and to manage the tenancy. 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 agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting

John Gow at *Gow Real Estate*

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

- 29. 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, shall be the amount referred to in item 7. The period of the Option shall 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.
- 30. The Option is exercised by the Applicant either:
 - (i) executing the Lease; or
 - (ii) taking possession of the Property with the Owner's consent; or
 - (iii) giving a notice in writing to the Owner exercising the Option;
 whichever occurs first.
- 31. 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.
- 32. 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



33. FIRST APPLICANT'S PARTICULARS

04/07302

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



35. THIRD APPLICANT'S PARTICULARS

04/07302

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





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(This page is not part of the Application) OFFICE ONLY

Premises.....
Owner
Applicant

Current Managing Agent/Owner report including details of any breaches

Previous Managing Agent/Owner report including details of any breaches

Pets: Yes/No Type and Number of Pets

Gardens comments

Pool/spa comments

Tenancy Database

If Applicant(s) is a new resident two work references from:
Copies sighted
Employer phoned spoke to

Occupation confirmed temporary part-time permanent

Applicant(s) employed since
Applicant(s) accepted by
Reference check

Owner's Comments

Date of Owner's Approval/Rejection

Date Option granted to Applicant Date Option expires



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.



ADDENDUM "A"

SPECIAL CONDITIONS TO AGREEMENT TO TAKE RESIDENTIAL PREMISES:

Charges

1. At the conclusion of this tenancy, disbursement costs of \$5.50 for renewals will be debited to the Tenant and payable to the Agent for administrative costs.
2. The Tenant acknowledges that if a payment to Gow Real Estate is dishonoured and bank fees incurred, they will pay \$9.00 to the Agent.
3. The Tenant is aware that all accounts issued by Gow Real Estate may incur an Administration Fee of up to \$5.50 (inc GST)
4. Should the property manager need to re-attend and conduct an inspection at the Tenants request the Tenant is liable for the costs of this inspection, being \$49.50 (inc GST)

At Commencement

5. The Tenant acknowledges having inspected the premises prior to making an application for tenancy and hereby accepts the tenancy of the premises as found on inspection and as recorded in the Property Condition Report.
6. Rent is payable fortnightly and must be in advance at all times. No cash is accepted at our office and rent can be paid by direct debit, cheque, credit card (incurs 2% fee) Eftpos, money order or National Rent Card.
7. The Tenant is aware that quarterly Routine Inspections for the premises are to be carried out Monday-Friday during normal business hours. If the Tenant is unable to be present at the nominated time, the Property Manager will enter using the office key.
8. In accordance with the Residential Tenancies Act, rent will be reviewed six months after the commencement of the tenancy.
9. The Tenant agrees that any proposed changes to the Tenancy Agreement will require a new agreement be implemented. This will require a fresh application and new bond in the case of a changing tenant.
10. A single set of keys will be allocated at commencement

Vacating

11. If you wish to vacate any time after the Rental Agreement expires, 21 days notice in writing must be given.
12. The Tenant acknowledges that keys must be returned to this office on the date of vacating. Rent will continue to be charged until the date they are returned.
13. Upon vacating the premises, the Tenant agrees to pay for cleaning of window treatments including blinds
14. Upon vacation the carpets are to be professionally cleaned by a carpet cleaner nominated by Gow Real Estate. Failure to do so will result in the agent having the carpets cleaned by the nominated carpet cleaner, and the cost deducted from the bond.
15. Where the property has floorboards, the Tenant agrees to pay to the Owner an amount to be determined based on area in lieu of carpet cleaning at the conclusion of the tenancy.
16. If a second Bond inspection is required due to cleaning or maintenance at the conclusion of this tenancy, a \$49.50(inc GST) charge will be payable by the Tenant.
17. The Tenant acknowledges that this lease is for a fixed term. Under the Residential Tenancies Act this contract may only be terminated during the fixed term should both parties agree in writing on the proscribed form 01/04 123 REIWA. Should this early termination occur, penalties can be applied and they are:
 - Tenant to pay rent until a new tenant is secured
 - Tenant to pay for all advertising associated with the re-letting of the property
 - Tenant to re-imburse the landlord for unexpired letting fees as per the Agents advice
 - Tenant to re-imburse the landlord for updating of the Property Condition Report

General Maintenance & Housekeeping

18. No smoking permitted inside the premises.
19. No pot plants to be placed directly on the carpets or floors; they must be placed on a table or stand etc. in order to prevent damage to the floor covering.

- 20 Any damage caused by burning candles must be repaired/ rectified prior to vacating the property at the Tenants' expense. The use of candles may void the owners insurance. In the event of a claim in this respect, the Tenant will be required to pay all costs.
- 21 To prevent any damage to the property, the Tenant understands and agrees that if there are exhaust fans in the en-suite and bathrooms must be switched on at all times during showering or using the washing machine and dryer.
- 22 The Tenant agrees not to hang any items of clothing over the balcony for drying purposes.

Pets

- 23 If pets are allowed by the owner at the property, the Tenant acknowledges that certain conditions will apply

Car Bays and Garages

- 24 The Tenant agrees not to store any boxes or timber directly on the shed or garage floor due to the possibility of white ant infestation. If boxes or timber are stored, please ensure they are elevated off the floor. The owner does not accept any responsibility for any damage caused to Tenants' possessions if these instructions are not carried out.
- 25 The Tenant agrees to ensure that a drip tray is used under all vehicles parked in the carport/garage and driveway areas at all times. Failure to do so could result in the area being high pressure cleaned at the Tenant's expense. and a claim for compensation being made by the Owner
- 26 Where there is an electronic means of access to the property, and the Tenant receives a remote control, the Tenant acknowledges that they are responsible to maintain that remote control. Should the remote control be lost, damaged or stolen , it is the responsibility of the Tenant to ensure that it is replaced and handed back to the Agent when vacating
- 27 The Tenant acknowledges that there are/is TBA carbay(s), carport(s), garage(s) allocated to this property and no tenant vehicles will be permanently parked in the common areas.

Furnished Properties

- 28 Upon vacating, the Tenant agrees to place all inventory items in the same room as stated on the property condition report. If this is not done a cost of \$110.00 per hour will be charged to the tenant for placing the items in the correct room.
- 29 The Tenant agrees to have all linen and towels professionally cleaned upon their vacating and a receipt given to the agents at the time of vacating. All linen and towelling are to be placed in the dry clean bags and left in a central location in the premises.

.....

Signed by Tenant One

.....

Date

.....

Signed by Tenant Two

.....

Date

.....

Signed by Tenant Three

.....

Date

TENANCY

APPLICATION NOTES

To enable us to process your application, we require the following:-

1. Photograph identification – Passport or Drivers Licence.
 2. Proof of last residential address. For example: Telstra, electricity or gas accounts, rental receipts, copy of previous lease agreement
 3. All applications must be accompanied by a Option Fee
→ Equivalent of 1 weeks rent, EFTPOS, money order or bank cheque only.
 4. Please have available a **BSB & Account** number - in the event you are unsuccessful our office can deposit your option fee payment straight back into your account.
 5. On approval of application all monies due **MUST** be paid in full by either; **BANK CHEQUE/MONEY ORDER, EFTPOS or CREDIT CARD (+2% Fee).**
 6. The application will only be processed on a completed **AND** signed tenancy application.
 7. **Rent**, can only be paid by Rent Card, EFTPOS, Bank Cheque/Money Order, Internet bank transfer (must include reference of correct tenant ID number and approval by our office) or Credit Card (+2% Fee).
- Our Office reserves the right to allow for any changes or addition to the above.
- Should an applicant fail to provide the above details the application may not be processed.