



BEXLEYS

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www.bexleys.com.au

APPLICATION FOR RESIDENTIAL PREMISES

Please send your application along with your supporting documents to our leasing department Diana Caifano at leasing@bexleys.com.au

To ensure your application is processed ASAP, please read and comply with the following:

1. **If you have rented from another agency in the past, we require the following details:**
NB If you have not rented previously we will still require the address you occupied and as much information that you can provide.
 - * Name of Agency and Property Manager
 - * Telephone Number
 - * Amount of rent paid per week
 - * Full address of property rented
 - * Period of Tenancy

2. **Employee details:**
NB If you are self-employed or not working you will need to provide information on your business or your income
 - * Full name of Business you are employed by
 - * Contact name of your Superior/Supervisor
 - * Length of employment and details of previous employer if less than 12 months with the above

3. **Personal Reference:**
 - * Personal reference must not be personal friends or family members
 - * Telephone numbers for contact during the day

4. **Additional Requirements:**
 - * At least 1 Copy of ID for every applicant. Suitable ID includes Photo Drivers License, Passport or Birth Certificate
 - * At least 1 Copy of your most recent payslip. If you do not have a payslip you will need to provide a copy of your bank account statement, or copies of Centrelink statements etc.
 - * If applicable copies of Visa information.

A deposit in cash MAY be required as a holding deposit. This will be either \$50 or \$100 depending on the property. This deposit can be deducted from total cost to move in if your application is accepted. If your application is not successful the deposit is refunded via electronic transfer – not cash. The deposit is forfeited if you change your mind after the application has been approved.

***Please ensure every page is initialled and/or signed
Failure to do so will result in your application being unable to be processed.***

If you are applying for a property which requires holding deposits and are not accepted the funds will be reimbursed to your bank account

Good luck!

Bexleys Real Estate

APPLICANT ONE

Name: _____ Date of birth ____/____/____

Phone Home: _____ Phone work: _____

Phone Mobile: _____ Email address: _____

Proof of identification cited eg: driver's licence _____ passport _____ birth certificate _____

SMOKER: NO YES

CURRENT RESIDENCY

I currently rent I currently own I am selling/sold my property (provide agents details below)

Address: _____

Amount (mortgage/rent) paid \$ _____ per week fortnight month

Rent paid to: _____ Phone: _____
(property manager or lessor's name)

Address: _____
(property manager or lessor's address)

Occupied property from ____/____/____ to ____/____/____ Reasons for leaving: _____

PREVIOUS RESIDENCY

I was renting I own (now invest) I own and sold my property (provide agents details below)

Address: _____

Amount (mortgage/rent) paid \$ _____ per week fortnight month

Rent paid to: _____ Phone: _____
(property manager or lessor's name)

Address: _____
(property manager or lessor's address)

Occupied property from ____/____/____ to ____/____/____ Reasons for leaving: _____

EMPLOYMENT DETAILS (if self-employed less than one year, give previous employer)

Occupation: _____ Employer: _____

Employer's address: _____

Length of employment _____ Net income \$ _____ per week fortnight month

Contact name: _____ Phone: _____

Net income from other sources \$ _____ per week fortnight month Source _____

PERSONAL REFERENCES

1. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

2. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

NEXT OF KIN/ EMERGENCY CONTACT

Name: _____ How related: _____

Phone home: _____ Phone work: _____ Phone mobile: _____

Address: _____

Name: _____ How related: _____

Phone home: _____ Phone work: _____ Phone mobile: _____

Address: _____

APPLICANT TWO

Name: _____ Date of birth ____/____/____

Phone Home: _____ Phone work: _____

Phone Mobile: _____ Email address: _____

Proof of identification cited eg: driver's licence _____ passport _____ birth certificate _____

SMOKER: NO YES

CURRENT RESIDENCY

I currently rent I currently own I am selling/sold my property (provide agents details below)

Address: _____

Amount (mortgage/rent) paid \$ _____ per week fortnight month

Rent paid to: _____ Phone: _____
(property manager or lessor's name)

Address: _____
(property manager or lessor's address)

Occupied property from ____/____/____ to ____/____/____ Reasons for leaving: _____

PREVIOUS RESIDENCY

I was renting I own (now invest) I own and sold my property (provide agents details below)

Address: _____

Amount (mortgage/rent) paid \$ _____ per week fortnight month

Rent paid to: _____ Phone: _____
(property manager or lessor's name)

Address: _____
(property manager or lessor's address)

Occupied property from ____/____/____ to ____/____/____ Reasons for leaving: _____

EMPLOYMENT DETAILS (if self-employed less than one year, give previous employer)

Occupation: _____ Employer: _____

Employer's address: _____

Length of employment _____ Net income \$ _____ per week fortnight month

Contact name: _____ Phone: _____

Net income from other sources \$ _____ per week fortnight month Source _____

PERSONAL REFERENCES

1. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

2. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

NEXT OF KIN/ EMERGENCY CONTACT

Name: _____ How related: _____

Phone home: _____ Phone work: _____ Phone mobile: _____

Address: _____

Name: _____ How related: _____

Phone home: _____ Phone work: _____ Phone mobile: _____

Address: _____

APPLICANT THREE

Name: _____ Date of birth ____/____/____

Phone Home: _____ Phone work: _____

Phone Mobile: _____ Email address: _____

Proof of identification cited eg: driver's licence _____ passport _____ birth certificate _____

SMOKER: NO YES

CURRENT RESIDENCY

I currently rent I currently own I am selling/sold my property (provide agents details below)

Address: _____

Amount (mortgage/rent) paid \$ _____ per week fortnight month

Rent paid to: _____ Phone: _____
(property manager or lessor's name)

Address: _____
(property manager or lessor's address)

Occupied property from ____/____/____ to ____/____/____ Reasons for leaving: _____

PREVIOUS RESIDENCY

I was renting I own (now invest) I own and sold my property (provide agents details below)

Address: _____

Amount (mortgage/rent) paid \$ _____ per week fortnight month

Rent paid to: _____ Phone: _____
(property manager or lessor's name)

Address: _____
(property manager or lessor's address)

Occupied property from ____/____/____ to ____/____/____ Reasons for leaving: _____

EMPLOYMENT DETAILS (if self-employed less than one year, give previous employer)

Occupation: _____ Employer: _____

Employer's address: _____

Length of employment _____ Net income \$ _____ per week fortnight month

Contact name: _____ Phone: _____

Net income from other sources \$ _____ per week fortnight month Source _____

PERSONAL REFERENCES

1. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

2. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

NEXT OF KIN/ EMERGENCY CONTACT

Name: _____ How related: _____

Phone home: _____ Phone work: _____ Phone mobile: _____

Address: _____

Name: _____ How related: _____

Phone home: _____ Phone work: _____ Phone mobile: _____

Address: _____

INFORMATION FOR LESSORS (LANDLORDS) AND APPLICANTS

The application form

This application form will assist the lessor (landlord) to select a tenant to rent the premises.

The lessor/property manager will require some information about the applicant in this form, such as rental history and how the rent will be paid. The application may not be approved if not enough information is provided.

This form does not form part of a tenancy agreement. The rights and obligations of the tenant and lessor are governed by the *Residential Tenancies Act 1987*.

Option fee

An option fee is a sum of money that may be paid by an applicant to a lessor or their property manager when lodging a rental application. For most properties, the option fee is capped at \$50 or \$100 depending on the weekly rent (refer to the *Residential Tenancies Regulations 1989*). If the lessor/property manager decides not to offer the applicant the tenancy, they must return the option fee by cash or EFT within 7 days of the decision to refuse the application. If the applicant takes up the tenancy, the lessor/property manager can either return the option fee in full or credit it towards the first rent payment. The applicant may apply to the Magistrates Court for the return of any option fee owed to them by the lessor. If the applicant decides not to rent the property after being offered the tenancy, the option fee may be forfeited.

Tenancy databases

Private tenancy databases are used to check a tenant's rental history. When a prospective tenant applies for a tenancy, the lessor/property manager must provide a written notice outlining the databases they use and the contact details. This written notice is provided at Attachment A.

Other database obligations include: advising tenants if personal information about them is listed on a database, updating listings for accuracy, and only listing a tenant if the tenancy has ended and the amount owing is more than the bond or a court has made an order terminating the residential tenancy agreement.

For more information about tenancy databases refer to the Department of Commerce's publications *Tenancy databases* or *Renting out your property*. The tenancy database provisions are consistent with the National Privacy Principles established by the *Privacy Act 1988* (Cth).

Equality

All applicants must be considered in accordance with the *Equal Opportunity Act 1984* (WA). There must be no discrimination based on: sex, marital status, pregnancy, gender history, parental or carer status, sexual orientation, race, religious or political conviction, disabilities, mental health, age or discrimination by personal association with someone else who may be treated unfairly on the basis of any of the above.

See next page (6 to 9) for Attachment A which stipulates all terms of the agreement as outlined in PART C of all tenancy agreements at Bexleys Real Estate.

For further information about tenancy rights, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or www.commerce.wa.gov.au/ConsumerProtection.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.

CP02625/2012 JULY 2013 FORM 18 version 05

**ATTACHMENT A
"PART C"
SPECIAL CONDITION CLAUSES
FOR RESIDENTIAL TENANCY AGREEMENT**

ADDITIONAL TERMS:

RENTAL PAYMENTS:

The tenant/s agrees that all rental payments must be paid in accordance with Part A as a minimum of one full week prior to the due date and acknowledge that part payments of rent are not permitted under this tenancy agreement.

INSPECTION OF PROPERTY PRIOR TO APPLICATION:

The tenant/s acknowledge having inspected the subject premises prior to making an application for the tenancy and by doing so, hereby accept tenancy of premises as found on inspection and as recorded on the Property Condition Report (PCR).

RENT REVIEW CLAUSE:

The tenant/s agrees that if this tenancy agreement is for a fixed term (stipulated under the heading "TERM OF AGREEMENT" in Part A of this lease) and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent increase upon expiry of the fixed term will be no more than 10%. This will only be effectual if notice is provided to the tenant prior to the cessation of the fixed term lease agreement and the rent increase is not to take effect sooner than 30 days from the commencement of the periodic tenancy and no sooner than 6 months after the last increase. From the commencement of the periodic tenancy continued from the fixed term lease the rent will be increased every 6 months by no more than 10% and 60 days notice will be provided.

PROPERTY WALLS:

The tenant/s shall not apply nails, stickers, screws, poster putty, adhesive tape, blu-tac or fittings to the walls, unless given written permission to do so by the Agent.

FLOOR COVERING:

If the property has wooden floors, the Tenant/s hereby agree to ensure protection is put under all furniture etc to prevent any damage. Any damage to the flooring will be repaired at the tenants' cost. No pot plants are to be placed directly on the flooring inside the property.

CARPET CLEANING:

The tenant/s agree to have the carpets in the property professionally cleaned at the tenants expense every 6-12 months (or as advised by the Agent), copy of receipt to be forwarded to the Agent. The tenant/s hereby agree that upon vacating the premises to have all carpets professionally cleaned (and deodorised if necessary) by a contractor approved by the lessor/Agent at the tenants expense. Receipt for payment of completed work to be supplied to the Agent upon return of all keys.

CANDLES/INCENCE/OIL BURNERS:

Candles, incense, oil burners and any flammable or ignitable items are not to be left unattended in any circumstances inside or outside the property.

VENTS/FILTERS

The Tenant/s agree to clean all filters and vents on a monthly basis. This includes air conditioner filters.

MOULD:

The Lessor/Agent accepts no responsibility for any damage to tenant/s clothing and/or property from condensation and/or mould occurring in the property. The tenant/s must adequately ventilate the property at all times to prevent condensation which can contribute to mould. Any mould that occurs must be removed/repared at the tenant/s cost unless proof of a building fault is provided.

SMOKING:

The tenant/s are aware that smoking is not permitted inside the home. Any visitors must be advised of this and cigarette butts are not to be left in or around the garden. If the agent feels this has not been complied with and damage has been done as a result of smoking in the property, the tenant/s accept full responsibility to have the property professionally painted and sanitised.

SWIMMING POOL/SPA MAINTENANCE

If the premises include a swimming pool or spa, the tenant/s agrees to maintain the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements during the period of this lease. The Tenant/s agrees not to drain the pool without the Lessor's consent. If at the commencement of the lease the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease. The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy

PETS:

The tenant must not keep any animal in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the lessor. If pets have been permitted at the property, only those pets specified are allowed on the premises – and the pets specified are to be kept outside at all times. Should any damage or misuse occur to the property by the pets, the Tenant/s will be held fully responsible to rectify same. The tenant/s are also required to have the property professionally treated for Fleas upon vacating the property and a copy of the receipt must be supplied at the time of handing back the keys. It is further noted that the tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002 – Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the lessor.

VEHICLES:

The Tenant/s agree that Vehicles are not to be parked on any lawn or grassed areas at any time (if applicable). Drip trays are to be kept on the Garage/Carport floor to protect it from oil stains. Failure to comply will result in having the floor degreased at the end of the tenancy and the Tenant/s shall reimburse the Lessor for the cost of such.

LAWNS & GARDENS:

The tenant/s agree to accept full responsibility for the upkeep of the garden, lawns, lawn edges, hedges, shrubs and trees (if applicable) so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish, to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs. If during the tenancy the Tenant/s are served with a Breach Notice for the gardens not being to an acceptable standard, the Agent has the right, if desired, to contact a gardener to rectify and the Tenant/s will be responsible for payment of the account within seven (7) days of the account being issued – unless otherwise agreed in writing by the Agent.

WATER BEDS, AQUARIUM, SWIMMING POOL, SPA

The Tenant/s hereby agree not to install any water bed, aquarium, swimming pool, or spa on the premises without the Lessor's written permission. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa.

PROPERTY INSPECTIONS:

Provided that the Lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the Lessor, the tenant agrees that the Lessor or the Lessor's Property Manager or their employees may enter the premises by office copy key.

PHOTOGRAPHS ON INSPECTIONS

Photographs will be taken throughout the property for our records during routine inspections. Every care will be taken to ensure your privacy, to ensure your privacy please put any personal belongings away for inspections.

TENANT TO KEEP PREMISES CLEAN

The Tenant/s agrees to keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin pursuant to section 38(1)(a) of the Act to keep the premises in a reasonable state of cleanliness. The tenant is further responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.

TENANTS MAINTENANCE RESPONSIBILITIES:

The Tenant/s hereby agree to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the Lessor as part of the obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), ensure all light globes and fluorescent light tubes are kept in good working order. The tenant agrees to report all damage and any state of disrepair to the premises that does not come within the provisions of the Act and this agreement (as outlined in section 22 and 23 of Part B of the Residential Tenancy Agreement) within three days of the same occurring. Failure to do so will render the tenant liable for all costs and/or losses incurred by the Lessor as a result of such failure to report. Should the lessor incur costs associated with the tenant either failing to attend appointments they create with contractors, causing the damage or state of disrepair or failing to mitigate the lessor's expense by not attempting to rectify any issues that a reasonable person would be able to attend do (eg re-lighting a pilot light or ensuring that RCDs are "on" etc), the tenant will be liable to reimburse the lessor the full cost of the expense.

STRATA:

The Tenant/s agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council. A copy of the by-laws is provided at commencement of original tenancy should this apply.

UTILITIES:

The tenant/s agree that gas and power and any telephone connections (if applicable) are the responsibility of the tenant/s and are to be maintained by the tenant/s. Upon vacation of the property, the tenant/s will arrange disconnection of these services. The Water Meter Reading will be arranged by the Agent and the cost for the reading will be included in the final Water Consumption Account issued to the tenant/s. The tenant/s agree to reimburse the owner all consumption charges provided by the strata company (if applicable) where the premises are separately metered.

TELEPHONE

The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his/her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and /or attach cabling, telephone lines and/or communications lines to the premises **provided** no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with the installation, attachment and/or removal. If at the end of the residential tenancy the lessor requests the cabling and/or communications lines to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and /or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor's consent, these items become the property of the lessor.

INSURANCE

The tenant must not do or permit anything to be done or bring onto or keep on the premises anything which may invalidate or prejudice the conditions of any insurance policies relating to the premises or cause to be increased the premiums payable with respect to those policies. Copies of the terms and conditions of the lessors' insurance policies applicable to the premises (if any) are available for viewing by the tenant upon the tenant making a written request.

EXCESS ON INSURANCE

If the lessor elects to claim on the lessor's insurance for any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim. The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance. This clause does not limit the liability of the tenant for the acts of negligence, other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the Lessor.

HARD WIRED SMOKE ALARMS:

The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of the fact.

KEYS/REMOTES

Subject to the provisions of the section 45 of the Act and clause 34 of Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises. Should the tenant require an additional set(s) of the Keys or the existing set to be recoded (through no fault of the lessor), then any cost associated with an additional set(s) or recoding will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys. Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises. The lessor will replace Keys and arrange access to the premises arising from lost Keys only during normal business hours.

VACATING THE PREMISES:

Upon the tenant/s vacating the premises the Lessor/Agent reserves the right to charge rent on a daily basis until;

- a) All Keys of the Premises are returned to the Agent at the Agent's place of business and/or
- b) If the property needs to be rectified to the condition as at the commencement of the tenancy in accordance with the Property Condition Report (fair wear and tear excepted).

DEFAULT OF TENANCY:

In the event that the Tenant/s terminates the Lease agreement prior to the expiration date otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or pursuant to the provisions of the Act the Tenant/s agree/s to the following;

- i) Pay all rent and other outgoings to the property
- ii) Reimburse the Lessor the unexpired portion of the Leasing Fee
- iii) Pay all advertising costs associated with the re-letting of the property at cost

until such time as the property is re-let or the current agreement expires, whichever is the lesser.

CHATELS:

The Tenant/s hereby agree that upon vacating the premises to have all lounge suits/covered chairs, cushions/cushion covers, mattresses/mattress covers professionally cleaned and deodorised if necessary by a contractor approved by the Agent if applicable. Receipt for payment must be supplied when keys are returned to the agent. Failure to do so will result in the Agent arranging such and deducting any costs from the Tenant/s bond. Except for matters required to be attended to by the Lessor as part of the obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the Tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).

GRANTING OF A LICENSE (AIRBNB):

The tenant must not grant any licence or stay at the premises or any part of it to any person or entity as part of a commercial agreement or advertise or list the premises on any internet site or other site for a licence or right to reside or stay at the premises without the lessor’s permission.

DEFINITIONS AND INTERPRETATION

In this lease, unless otherwise required by the context or subject matter:

“Keys” means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.

“Inventory” means a list of the lessor’s furniture contained in the premises at the commencement of the lease.

Any reference in this lease to the “lessor” doing anything shall mean and include it being done by the lessor’s Property Manager.

Where either tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

PRIVACY ACT 1988 – COLLECTION NOTICE

Personal information collected by the lessor’s Property Manager through the management of the tenancy including but not limited to the Property Condition Report is necessary to manage the tenancy.

The personal information collected by the lessor’s Property Manager in this lease, in the Property Condition Report and during the period of the management of the tenancy is collected for the purpose of being used in managing the lease of the premises and the tenant hereby consents to that collection and use. The information collected in this lease, in the Property Condition Report and during the period of the management of the tenancy may be disclosed by the lessor’s Property Manager to other parties as permitted by the Privacy Act 1988 including to the existing lessor, subsequent lessors, courts of law and other real estate agents.

The information provided throughout this application by the applicant is subject to verification and by signing the below section, the applicant/s agree that for the purpose of this Application, the Property Manager may make enquiries of the persons given as references, next of kin, emergency contacts, employer, past and current lessor/Property Manager/s, and also make enquiries of such other persons or agencies as the Lessor may see fit.

I/We hereby acknowledge and agree to the above Special Condition Clauses that form part of the terms of tenancy for the property situated at: _____

Signed:

(Tenant)

(Date)

(Tenant)

(Date)

(Tenant)

(Date)

Accepted by - Signed:

(Property Manager/Lessor)

(Date)

