



APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL TENANCY

Rental Property Address:

Total number of persons to occupy premises:

Adults:..... Children:..... Ages:.....

Please provide us with your contact numbers to enable us to advise you on your application:

Home:..... Work:..... Mobile:.....

Email Address:

PLEASE READ THE FOLLOWING AS A REQUIREMENT OF ALL APPLICATIONS

Thank you for your application to rent a property through **Peak Real Estate**. Please ensure the application is *fully completed* to ensure prompt processing.

ALL APPLICATIONS RECEIVED ARE SUBJECT TO LANDLORD'S APPROVAL

If your application is successful and you exercise your option and sign the lease, please note the following:

- ✓ When signing the lease we require the first two weeks' rent, security deposit (equivalent to four weeks' rent), by either money order, BANK cheque or Direct Deposit into the agency's trust account.
- ✓ All tenants must sign the lease and **pay the total ingoings before the keys are handed over.**
- ✓ **You are required to bring in one week's rent as the holding deposit within 1 business day of the application being accepted or the application will be rejected and the property will be placed back on the market for rent**
- ✓ *It is your responsibility* to ensure the electricity and gas are connected to the premises. Contact Western Power for electricity connections on 13 13 53 and Alinta Gas for gas connections on 13 13 58. We are able to assist you in this process with the attached **Fast Connect** form.
- ✓ If you require a telephone line connected to the premises *it is your responsibility* to find out if there is an existing telephone connection to the property. You can contact either Telstra or Optus for this information. You will be responsible for the telephone connection, and/or line connections if applicable as the outgoing tenant may have had them disconnected or may not have had them connected during their occupation of the premises. We are able to assist you in this process with the attached **Fast Connect** form.

If your application is unsuccessful, please note the following:

- ✓ The Owner (or Agent) is not obliged to explain why your application was not accepted.

APPLICANT 1

Name:..... Date Of Birth:.....
(Given Names) (Surname)
Drivers Licence No:..... State:..... Passport No:.....
Other ID:.....

Present Address:
Rent Paid to (Agent or Owner's Name and Address)
.....
Agent's or Owner's Contact No: Property Managers Name (if known):.....
Period Rented:..... Rental Amount Paid:.....
Reasons for leaving:

Previous Address:
Rent Paid to (Agent or Owner's Name and Address)
.....
Agent's or Owner's Contact No: Property Managers Name (if known):.....
Period Rented:..... Rental Amount Paid:.....
Reasons for leaving:

Occupation:
.....
.....Annual Salary:
Employer: Employment Period:.....
Employer's Address:.....
Phone No: Manager/ Director:.....
If less than 12 months, name of previous employer:
Address of Previous Employer:
..... Phone No:..... Employment Period:.....
N.B. If self employed statements of income must be provided.

Next of Kin: (Name and Address)
..... Phone No:..... How Related:.....

Emergency Contact other than next of Kin: (Name and Address)
..... Phone No:..... How Related:.....

Bank:..... Branch:..... Type of Account:.....

Character Reference (this must not be anybody who is related to you or any other applicants):
(Name and Address).....
..... Phone no:..... Relationship:.....

APPLICANT 2

Name:..... Date Of Birth:.....
(Given Names) (Surname)
Drivers Licence No:..... State:..... Passport No:.....
Other ID:.....

Present Address:

Rent Paid to (Agent or Owner's Name and Address)

.....

Agent's or Owner's Contact No: Property Managers Name (if known):.....

Period Rented: Rental Amount Paid:.....

Reasons for leaving:

Previous Address:

Rent Paid to (Agent or Owner's Name and Address)

.....

Agent's or Owner's Contact No: Property Managers Name (if known):.....

Period Rented: Rental Amount Paid:.....

Reasons for leaving:

Occupation:

.....

.....Annual Salary:

Employer: Employment Period:.....

Employer's Address:.....

Phone No: Manager/ Director:.....

If less than 12 months, name of previous employer:

Address of Previous Employer:

..... Phone No:..... Employment Period:.....

N.B. If self employed statements of income must be provided.

Next of Kin: (Name and Address)

..... Phone No:..... How Related:.....

Emergency Contact other than next of Kin: (Name and Address)

..... Phone No:..... How Related:.....

Bank:..... Branch:..... Type of Account:.....

Character Reference (this must not be anybody who is related to you or any other applicants):

(Name and Address).....

..... Phone no:..... Relationship:.....

APPLICANT 3

Name:..... Date Of Birth:.....
(Given Names) (Surname)
Drivers Licence No:..... State:..... Passport No:.....
Other ID:.....

Present Address:
Rent Paid to (Agent or Owner's Name and Address)
.....
Agent's or Owner's Contact No:Property Managers Name (if known):.....
Period Rented: Rental Amount Paid:.....
Reasons for leaving:

Previous Address:
Rent Paid to (Agent or Owner's Name and Address)
.....
Agent's or Owner's Contact No:Property Managers Name (if known):.....
Period Rented: Rental Amount Paid:.....
Reasons for leaving:

Occupation:
.....
.....Annual Salary:
Employer:Employment Period:.....
Employer's Address:
Phone No: Manager/ Director:.....

If less than 12 months, name of previous employer:
Address of Previous Employer:
..... Phone No:.....Employment Period:.....

N.B. If self employed statements of income must be provided.

Next of Kin: (Name and Address)
..... Phone No:.....How Related:.....

Emergency Contact other than next of Kin: (Name and Address)
..... Phone No:.....How Related:.....

Bank:..... Branch:..... Type of Account:.....

Character Reference (this must not be anybody who is related to you or any other applicants):
(Name and Address)
..... Phone no:..... Relationship:.....

GENERAL INFORMATION

Period of the proposed Lease _____ Months

Commencing _____ Expiring _____

At A Weekly Rental Amount of \$ _____

Do you: Intend using a water bed at the property? Yes No
 Intend having any pets at the property? Yes No
 If yes what type? _____
 Smoke cigarettes?
 Yes No

- Do you intend applying for a Ministry of Housing Bond? Yes No
- **IF YES PLEASE NOTE:** *Our office policy is to receive all move in monies before moving any tenants into a rental property. This means you can either move in and pay Bank Cheque, Money Order or Direct Deposit to our Trust Account and we will reimburse you for the amount of the Homeswest Cheque once we receive the same in the office or you can note on this application that you don't want to move in for 10 – 14 days until the Homeswest cheque is received by our office.*
- Motor Vehicles: No more than vehicles will be parked on the premises at all times.
 Car make: Colour:..... Reg No:.....
 Car make: Colour:..... Reg No:.....
 Car make: Colour:..... Reg No:.....

INFORMATION FROM OWNER/AGENT

Security deposit bond of \$ _____

Pet bond (if applicable) \$ _____

Rent paid to / / \$ _____

TOTAL TO BE PAID \$ _____

(Option Fee is equivalent to one weeks rent and must be paid by: Money Order/Bank Cheque or Direct Deposit to the Agency's Trust Account within 1 Business Day of acceptance of the application by the Owner's Agent)

Period of Option NIL business days from acceptance of Application

Owner or Owner's Managing Agent:

Peak Real Estate

768 Canning Highway
 APPLECROSS WA 6153

RENT PAYMENTS

By renting through **Peak Real Estate** you acknowledge that **BPAY** is the preferred method of paying all rental payments.

- 1) The Tenant hereby agrees to make all rental payments via the **Peak Real Estate BPAY** process.
- 2) The first **BPAY** rental payment will be due and payable exactly fourteen (14) days from the commencement of the Lease of Residential Premises.
- 3) **BPAY** is not in any way affiliated with **Peak Real Estate**.
- 4) **Peak Real Estate** also pays **BPAY** administration and processing fees per transaction to utilise the BPay process.

IT IS A CONDITION OF THIS APPLICATION THAT ALL APPLICANTS ACCEPT AND UNDERSTAND THAT RENTAL PAYMENTS WILL NOT BE RECEIPTED DIRECTLY AT THE OFFICE.

(i.e.: cash paid into the office)

BPAY BENEFITS

- Less expensive** to withdraw from your bank
- Security** – no risk of money lost in the mail and large amounts of cash withdrawn
- No more coming out in the **rain**
- No lining up** in a bank waiting to be served
- No Parking Fees**
- No late** rental payments
- No more cost for travelling** (i.e. taxi fares or petrol to travel to Real Estate Agency)
- A little unwell?** You do not have to go out and pay rent
- Urgently called away to family?** Pay the rent while you are away
- COSTS!!!** Check the cost of your current method of payment. You may be paying more than you think for transactions
- Pay via Internet:** Pay your rent from the comfort of your own home, or at work. The BPay site will generate a receipt immediately. BPay online with your bank.
- Pay by Phone:** (Contact your bank to obtain your BPay phone number)
- Optional Free E-mail reminder:** Helping you to avoid being in arrears with your rent

BPAY FEES

- Your financial institution can advise you of any transaction fees applicable. BPay is convenient and saves you time and money.

BPAY – HOW TO PAY YOUR RENT

Your financial institution will have specific procedures so you should contact them to register to use BPAY. Just follow the instructions to make the payment. You will be required to enter the biller code and Customer Reference Number as shown on the below. Keep this letter handy when making your BPAY payments. ***Please remember that BPay can take 2-3 days to go through, so always make payments a couple of days before they are due.***

Peak Real Estate
768 Canning Hwy
PO BOX 101
Applecross WA 6953
E-Mail: rentals@peakrealestate.com.au

Ph: 9316 9200
Fax: 9316 9244

Biller Code **14837**
Your Customer Ref Number

OFFER OF OPTION

1. The Applicant offers to the owner an Option to lease the Property. 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 within one business day of acceptance of this Application and shall be the amount referred to on page 4. 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 days referred to on page 4, or if none, then 2 business days. 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. 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, the Option Fee is the property of the Owner.
2. The amounts referred to on page 4, namely bond and rent in advance are payable upon the Applicant signing the Lease prior to taking possession of the Property.
The Applicant will not be entitled to occupation of the Property until:
 - i. vacant possession is provided by the current occupant of the Property;
 - 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 Property.
3. The persons comprising the Applicant are over of 18 years, none are bankrupt and they each declare that all of the information referred to on pages 2 - 4 are true and correct and are not misleading in anyway.
4. The Applicant acknowledges having inspected the Property and if the Option is exercised will accept possession of the Property in the condition as at the date of inspection.
Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease shall be the **Peak Real Estate** Lease of Residential Premises" including the special conditions attached to this Application and the payment of all monies referred to in items 13 to 19.
5. The Applicant agrees to pay the rent in advance, and to pay the letting fee to the maximum amount allowable pursuant to Section 27 of the *Residential Tenancies Act 1987*.
6. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their contents.
7. The Applicant agrees that for the purpose of this Applicant, the Owner may make enquires of the persons given as referees by the Applicant, and also make enquires of such other persons or agencies as the Owner may see fit.
8. The Applicant furthermore agrees for the Owner's Agent, to contact the person's given as referee's by the applicant for the purpose of following up any arrears owing by the Applicant to the Owner.
9. The Applicant acknowledges having been advised that in the event of a breach of the Lease by the Applicant, items of personal information contained in this Application may be recorded in a Tenancy Data Base by or on behalf of the Owner and may be disclosed in connection with other residential tenancy applications by the applicant.
10. The Applicant acknowledges and agrees that the Owner will carry out all inspections between normal business hours at the Owner's discretion.
11. 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.
12. 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.
13. On ACCEPTANCE of the APPLICATION, the APPLICANTS will pay to the AGENT an Option Fee for the sum referred to on page 4. 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

14. This document is not a residential tenancy agreement and does not grant any right to occupy the Property
15. Special conditions that will apply to the lease (if Application is accepted, and option exercised).

SPECIAL CONDITIONS

1. The bond will not be refunded until the bond inspection has been carried out, all keys are returned, all water consumption accounts have been finalised and all items are found to be in the same condition as the Property Condition Report.
2. After the expiration of the lease whereby the Tenant is continuing on as a periodic tenant, the Tenant must give Twenty One (21) days notice in writing prior to vacating the property.
3. Pursuant to Special Condition 2, rent will be charged in full for all rental until the expiry of the twenty one (21) days notice in writing. If not given the Tenant shall remain liable pursuant to the lease until twenty one (21) days after the Owner takes possession and all keys are returned to the Agent's office, whichever is the later.
4. The tenant agrees that the rent will be reviewed every six (6) months in accordance with current market values.
5. The tenant agrees that twenty one (21) days prior to vacating, the Agent **Peak Real Estate** is allowed to enter the premises using the office key with the intention of showing prospective tenants through the property. **Peak Real Estate** will advise the tenant the day prior to an inspection.
6. The tenant agrees to pay the water meter reading fee of \$13.25 upon vacating the property. The tenant agrees for the Agent **Peak Real Estate** to deduct this fee and the cost of any outstanding Water Consumption from the bond upon vacation.
7. The Owner agrees to pay **0%** of all water consumed at the premises up to a maximum of **\$-** per annum towards water consumption, on the condition that the lawns and gardens are watered and maintained on a regular basis, therefore the Tenant is responsible for **100%** of all water consumed and is responsible for maintaining of the lawns and gardens includes mowing, weeding, watering and edging of all lawns, weeding and watering of all garden beds, fertilizing lawns twice per year and regular pruning of all shrubs and small trees.
8. Noise is to be kept to a minimum so as not to disturb other residents.
9. Indoor plants are not to be placed on carpeted areas of the premises.
10. The tenants agree not to place any hot objects directly onto any surfaces such as bench tops, carpet or lino.
11. The Tenants agree not to park any boat, trailer or vehicle on the lawns.
12. The Tenant acknowledges that an inspection fee of **\$49.50** incl of GST will be charged to the Owner if a reinspection is required if the property was not in a satisfactory condition at the time of the routine inspection. This fee will be reimbursed by the Tenant to the Owner and payable as damages within 14 days of the first inspection date.
13. The tenant acknowledges that all monies paid to the owner and/or **Peak Real Estate** will be disbursed to pay any accounts owed by the tenant to the owner and/or **Peak Real Estate** unless the total invoiced amount has been received by **Peak Real Estate** within the required seven (7) days from the invoice date. These accounts may include rental payments/water consumption/gas consumption/electricity consumption/ breach inspection fees/Court Lodgement Fees etc.
14. The Tenants agree that neither they nor visitors will smoke cigarettes inside the main dwelling.
15. The tenants agree to make all rental payments via BPay.
16. The Tenant agrees that all Local Court proceedings relating to vacant possession orders and/or damage to the property will be lodged with and dealt with through the Perth Local Court at 32 St Georges Terrace, Perth.
17. The tenant agrees not to keep any pet or animal on the premises without the prior approval and permission of the Owner. Furthermore, under no circumstances will the owner allow the tenant to keep a dog on the premises which is a dog named under the *Dog Act, 1976 (Dog (Restricted Breed) Regulations, 2002)* or any dog of a mixed breed which visibly contains any of these breeds:
 - (a) Dogo Argentino
 - (b) Fila Brasileiro
 - (c) Japanese Tosa
 - (d) American Pit Bull Terrier
 - (e) Pit Bull Terrier
 - (f) Any other breed of dog the importation of which is prohibited absolutely by the *Customers (Prohibited Imports) Regulations, 1956 (Commonwealth)*.

18. The Tenant acknowledges that should the tenant fail to pay rent and therefore require the owner of the property to make application to the local court for termination of the Tenancy Agreement together with vacant possession of the premises that the following expenses inclusive of GST may be charged to the Owner:

- (a) Court Lodgment Fee - \$26.70
- (b) Court Filing Fee - \$55.00 inclusive of GST
- (c) Court Preparation and Attendance Fee - \$275.00 inclusive of GST
- (d) Warrant of Possession - \$300.00
- (e) All other costs associated with the early termination and vacant possession order as a result of the Tenant's breach or failure to comply with all conditions contained in this lease agreement.

These costs will be reimbursed by the Tenant to the Owner and payable as damages.

19. The Tenant acknowledges that should their circumstances require them to vacate the premises prior to the expiration of their lease agreement, the tenant agrees to advise the owner in writing of their intention to vacate the premises, and request permission/consent from the owner to terminate their tenancy agreement subject to the following expenses to be paid by the tenant to the owner as damages incurred as a result of vacating the premises prior to the expiration of the lease agreement:

- (a) Rent in full until the property is relet
- (b) The cost of the vacate/bond inspection - \$71.50 inclusive of GST
- (c) The out of pocket advertising expenses of up to \$66.00 per week inclusive of GST
- (d) The unexpired portion of the owner's letting fee, (an example of how this fee is calculated can be supplied by the agency to the tenant upon the tenant's written request)
- (e) The credit check enquiry fees of \$7.70 per tenancy enquiry
- (f) The internet/window display advertising charge of \$38.50 inclusive of GST
- (g) The "For Lease" Sign charge of \$33.00 inclusive of GST
- (h) All other damages as advised in writing by the Owner to the Tenant upon the tenant's written request for termination of the lease agreement

I/We hereby agree to enter an "Agreement to Take Residential Premises" for a period of not less than
Six Months Twelve Months Or Longer, Period:

(Please note that most landlords prefer the security of obtaining a long term tenant)

Immediately upon acceptance of this application, and to treat the above mentioned property in a proper and tenant-like manner, to abide by the conditions and terms of the tenancy, to pay rent in advance, and to pay the letting fee as allowed for the maximum prescribed in Section 27 of the 1987 Residential Tenancies Act.

I/We also agree to pay Western Power and Alinta Gas charges, water consumption cost on a pro-rata basis, telephone reconnection/connection, excess of any insurance claim and other charges as applicable under the terms of 1987 Residential Tenancies Act. At the termination of my/our tenancy, it is agreed that notice will be in writing in accordance with Section 68 of the 1987 Residential Tenancies Act.

NOTE: THE OWNER'S INSURANCE DOES NOT COVER TENANT'S CONTENTS. TENANTS MUST ARRANGE THEIR OWN CONTENTS INSURANCE UPON ACCEPTANCE OF THIS APPLICATION.
SPECIAL CONDITIONS:

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Applicant's Signature:..... **Date:**.....

Applicant's Signature:..... **Date:**.....

Applicant's Signature:..... **Date:**.....

COLLECTION NOTICE

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 and third party operators of tenancy reference databases. Information already held on tenancy data bases 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 this 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 **Peak 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.

TENANT PRIVACY STATEMENT

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 **Peak Real Estate** collects personal information about you. To ascertain what personal information we have about you, you can contact us by:

Telephone: **08 9316 9200**
Facsimile: **08 9316 9244**

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, we usually disclose your personal information to:

- The Landlord
- The Landlord's lawyers
- The Landlord's mortgagee
- Referees you have nominated
- Organisations / Trades people required to carry out maintenance to the premises
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025) ("ntd")
- Other Real Estate Agents and 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 Landlord's lawyers, to prepare the lease / tenancy documents for the premises

Allow organizations / trades people to contact you in relation to maintenance matters relating to the premises

Pay / release rental bonds to / from Rental Bond Authorities (where applicable)

Refer to Tribunals, Courts and Statutory Authorities

(where necessary)

Refer to Collection Agents / Lawyers (where default / Enforcement action is required)

Provide confirmation details for organizations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone.), Employers etc.

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

NTD DISCLOSURE STATEMENT

You can gain access to your personal information by contacting **National Tenancy Database Pty Ltd** (ABN 65 079 105 025) ("ntd") by:

Telephone:	(03) 9416 2366
Facsimile:	(03) 9416 1640
Email:	kim@ntd.ntd.au
In Person:	1/191 Johnstone Street, Fitzroy. VIC. 3055

PRIMARY PURPOSE

Ntd collects your personal information to provide to its members and others listed below, historical tenancy and public record information on individuals and companies who/which lease residential and commercial property from or through licensed real estate agent members of **Ntd**.

Ntd also provides credit information on companies/directors applying for commercial leases.

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 and its subsidiaries and related entities
- Credit Bureaus

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 will **not** be able to provide you with a lease/tenancy of the premises.

TICA DISCLOSURE STATEMENT

You can gain access to your personal information by contacting **TICA** (ABN 84 087 400 379) ("TICA") by:

Telephone:	(02) 97433266
Email:	enquiries@tica.com.au
In Person:	P.O. Box 120, Concord NSW 2137

PRIMARY PURPOSE

TICA collects your personal information to provide to its members and others listed below, historical tenancy and public record information on individuals and companies who/which lease residential and commercial property from or through licensed real estate agent members of **TICA**.

TICA also provides credit information on companies/directors applying for commercial leases.

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

TICA usually discloses information to:

- Licensed real estate agent members

- Credit Bureaus

If your personal information is not provided to **TICA** the real estate agent/property manager will **not** be able to carry out their professional responsibilities and will **not** be able to provide you with a lease/tenancy of the premises.

SIGNED BY THE APPLICANT/S:

Signature.....Date...../...../.....

Signature.....Date...../...../.....

Signature.....Date...../...../.....

Signed by the said Agent/ Agent's

Representative.....Date...../...../.....

A true copy of this Application has been received by signatories hereto.

Signature.....Date...../...../.....

Signature.....Date...../...../.....

Signature.....Date...../...../.....

(End of Document)