



FORM 18

APPLICATION TO RENT RESIDENTIAL PREMISES

RESIDENTIAL TENANCIES ACT 1987 (WA)

Once completed, please email form and related documentation to admin@wintersunproperties.com.au

To consider your application we require you to:

- o Fill out all relevant information and reference details.
- o List all persons wishing to reside at the premises.
- o Read and sign the **Privacy Act Acknowledgement**.
- o Provide identification to pass our 100 Point Check.

IMPORTANT: We cannot process this form unless ALL parts have been fully completed.

**PROOF OF IDENTIFICATION REQUIRED
100 Point Check**

IMPORTANT: We require each applicant to provide Identification from all three categories with a total sum of 100 points or more.

Category	✓	IDENTIFICATION REQUIRED PER APPLICANT	POINT VALUE
1		Current Agent Rent History Ledger/Record	50
1		Passport (only if Non-Australian Resident)	40
1		Latest Telephone Account (Landline Only)	40
1		Latest Electricity or Gas Account	40
1		Current Drivers Licence – with photo	40
1		Proof of Age Card – with photo	40
2		Tertiary Education Photo ID	30
2		Current Vehicle Registration	30
2		Passport (Australian Resident)	20
3		Medicare Card	10
3		Citizenship Certificate	10
3		Birth Certificate (Photocopy Only – No Scans)	10
3		Debit/Credit Card (Photocopy)	10

**PLEASE READ CAREFULLY
Processing Your Application**

Your application will be processed with the information provided.

- o If your application is not approved you will be informed by either a phone call or SMS.
- o Should your application be approved, you will be asked to pay the 1st weeks rent within two working days. The balance of bond/rent being payable on signing a Tenancy Agreement. All parties must have signed the Tenancy Agreement and all monies received in full before keys to the property will be handed over.

IMPORTANT: We are unable to give any reason for non-acceptance should your application not be approved.

EXPLANATION FOR APPLICANTS

Only complete this APPLICATION if you are sure that you want to enter into a Residential Tenancy Agreement with WINTERSUN PROPERTIES.

We are 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 us to determine, in our opinion, who is the most suitable person, we require some background information about you.

This form (Application to Rent Residential Premises) is NOT the Residential Tenancy Agreement.

The purpose of this form is:

1. to inform us of your details, and your requirements for the Residential Tenancy Agreement; for example if you wish to have pets at the premises.
2. to inform you of our usual use of one or more residential tenancy databases.
3. to inform you of the money that is required to be paid prior to taking possession of the premises; for example the value of the Security Bond (which may be up to 4 weeks rent), the Pet Bond (which can be up to \$260) and the initial Rent payment (which can be up to 2 weeks rent in advance).
4. to make you aware of the terms of the Residential Tenancy Agreement (including special conditions) associated with the lease if your application is accepted.

Summary of what will happen if you apply to enter into a Residential Tenancy Agreement with Wintersun Properties.

Your action if you wish to apply for the Residential Tenancy Agreement:	<ol style="list-style-type: none"> 1. Complete this application. 2. Submit this application to Wintersun Properties.
Our action if you do not succeed with your application:	<ol style="list-style-type: none"> 3. If you are not the successful applicant you will be advised within 7 days of the decision.
Our action if you succeed with your application:	<ol style="list-style-type: none"> 4. If you are the successful applicant, we will provide you with a proposed Residential Tenancy Agreement for the premises which will grant you the option of entering into a Residential Tenancy Agreement.
What you will then need to do if you are the successful applicant:	<ol style="list-style-type: none"> 5. If you sign the Residential Tenancy Agreement, comply with all the stipulated requirements for the creation of the Residential Tenancy Agreement set out in Part C of the document, and we sign the document, a binding Residential Tenancy Agreement will exist between you and Wintersun Properties. 6. If any of the events mentioned in Clause 5 above do not occur the ramifications of that are set out in Clause 18 of Part B of this Application.

For: Premises Address

UNIT C2, 130 GABRIEL STREET, CLOVERDALE, WA , 6105

From: Applicants Name/s

PART A
(TO BE COMPLETED BY WINTERSUN PROPERTIES)

1. Premises Address Unit C2, 130 GABRIEL STREET, CLOVERDALE, WA, 6105

2. Rent per week	\$500
3. Option Fee	NIL

4. If you are the successful applicant, and wish to enter into a Residential Tenancy Agreement with Wintersun Properties, you will be required to pay the following:

REQUIRED MONEY

a) Security Bond	\$2000
b) Pet Bond (if applicable)	N/A
c) First two weeks rent	\$750
d) Total	\$3000

PART B

(TO BE COMPLETED BY APPLICANT/S)

IMPORTANT: This document is NOT the Residential Tenancy Agreement and does not grant any right to occupy the premises.

INFORMATION FORM YOU (the Applicant/s)

Tenancy Details

5. You require the tenancy for a period of _____ months from _____ to _____
6. At a rent of \$_____ per week
7. Total number of persons to occupy the premises Adults _____ Children _____ Ages _____
8. Pets Type of Pet _____ Breed _____ Number _____ Age _____
Type of Pet _____ Breed _____ Number _____ Age _____
9. Do you intend applying for a residential tenancy bond from a State Government Department? Yes No
If Yes, \$ _____ Branch _____
- ~~10. Bank account details for refund of Option Fee [if applicable]~~
11. Any Special Conditions requested by you:

NOTE: The Lessor is not obliged to accept any of the your Special Conditions.

12. The address at which you wish to receive the Residential Tenancy Agreement if you are successful and/or notices relating to tenancy
Email (optional): _____
Fax (optional): _____
Postal address (required): _____
13. You declare that you are not bankrupt and that all of the information supplied in this application is true and correct and is not misleading in any way.
14. You acknowledge that, having inspected the premises, you will accept possession of the premises in the condition it was in as at the date of inspection.
15. By signing this application you are making an application to lease the Premises. The Lessor may or may not send you a proposed Residential Tenancy Agreement for the Premises.
16. If you are the successful applicant, the Lessor will send you a proposed Residential Tenancy Agreement for the Premises which will contain information about pre-requisites for the creation of a binding Residential Tenancy Agreement. The Residential Tenancy Agreement will be comprised of Parts A, Band C. These can be viewed at wintersunproperties.com.au. Part C will also include additional terms agreed to by the parties, a draft of which is attached to this application.
17. If a sum for an Option Fee is stipulated in Part A, You must pay that Option Fee to the Property Manager at the same time you make this application. The Option Fee must be paid by you by cash or cheque. If you are not the

successful applicant and have paid an Option Fee, the Option Fee will be refunded to you by way of an electronic transfer to your bank account details set out in Part B within 7 days of the decision.

18. If You are the successful application the Lessor will provide You with a proposed Residential Tenancy Agreement for the Premises which will grant You the option of entering into a Residential Tenancy Agreement:
- a) if You sign the Residential Tenancy Agreement, comply with all the stipulated requirements for the creation of a binding Residential Tenancy Agreement as set out in Part C of the document (eg returning the document to the Property Manager by the stipulated time, paying full stipulated rental and bond); and;
 - (i) if an Option Fee has been paid THEN a binding Residential Tenancy Agreement will exist between You and the lessor and any Option Fee will be refunded to You or applied towards the rent; or
 - (ii) if no Option Fee has been paid and If neither the Lessor nor the Property Manager sign the document THEN no binding Residential Tenancy Agreement will exist between you and the Lessor; or
 - (iii) if no Option Fee has been paid and if the Lessor (or the Property Manager) signs the document, THEN a binding Residential Tenancy Agreement will exist between you and the lessor.
 - b) if you do not sign the Residential Tenancy Agreement or if You do not comply with the pre-requisites for the existence of the Residential Tenancy Agreement You will not have entered Into a binding Residential Tenancy Agreement, the option for you to enter such an agreement will lapse, and any Option Fee paid by you will be forfeited to the lessor.

19. YOU MUST UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL APPLICANT AND THE LESSOR PROVIDES YOU WITH A PROPOSED RESIDENTIAL TENANCY AGREEMENT BUT YOU DO NOT COMPLY WITH PRE-REQUISITES FOR THE EXISTENCE OF A BINDING RESIDENTIAL TENANCY AGREEMENT, SET OUT IN PART C OF THE RESIDENTIAL TENANCY AGREEMENT (INCLUDING SIGNING THE RESIDENTIAL TENANCY AGREEMENT, RETURNING IT TO THE PROPERTY MANAGER BY THE STIPULATED TIME, PAY ANY STIPULATED RENTAL IN ADVANCE, SECURITY BOND AND/ OR PET BOND) NO RESIDENTIAL TENANCY AGREEMENT WILL COME INTO EXISTENCE AND THE LESSOR MAY ENTER INTO A RESIDENTIAL TENANCY AGREEMENT WITH ANOTHER PERSON.

20. DEFINITIONS

- a) **“Act”** means the Residential Tenancies Act 1987 including any amendments.
- “Application”** means this Application to enter into a Residential Tenancy Agreement.
- “Business Day”** means any day except a Sunday or public holiday in Western Australia.
- “Lessor”** means the person/entity with the authority to lease the Premises,
- “Option Fee”** means a payment as referred to in section 27(2)(a) of the Act. The amount of the Option Fee is specified in Part A of this application.
The amount of the Option Fee is capped as follows:
 - (i) where the weekly rental under the Residential Tenancy Agreement is \$500 or less, an Option Fee of up to \$50 is payable;
 - (ii) where the weekly rental under the Residential Tenancy Agreement exceeds \$500, an Option Fee of up to \$100 is payable;
 - (iii) where the Residential Tenancy Agreement Is for residential premises south of the 26th parallel of south latitude and the weekly rent Is \$1,200 or more, an Option Fee of up to \$1,200 is payable.
- “Premises”** means the address specified on the first page of this document My items included or excluded will appear in Part A of the proposed Residential Tenancy Agreement.
- “Property Manager”** means the real estate agent appointed by the lessor to lease and manage the Premises.
- “Residential Tenancy Agreement”** means an agreement in writing In the form prescribed by the N.t. comprising Parts A, B and C. Part C will include additional special conditions as agreed between the parties.
- “You” or “Your”** means the person or persons making the Application to Lease the Premises.

(b) All acts and things that the lessor is required or empowered to do may be done by the lessor or their Property Manager.

21. You agree that for the purpose of this Application, the lessor or Property Manager may make enquiries of the persons given as referees, next of kin or emergency contacts provided by You, and also make enquiries of such other persons or agencies as the lessor may see fit.

The personal Information you give In this Application or collected from other sources Is necessary for the lessor or Property Manager to verify your identity, to process and evaluate the Application, to manage the tenancy and to conduct the Property Manager's business. Personal information collected about you in this Application and during the course of the tenancy if the Application is successful may be disclosed for the purpose for which it was collected to other parties Including to the lessor, referees, other Property Managers, prospective lessors, third party operators of residential tenancy databases, and prospective buyers of the Premises. Information already held on residential tenancy databases may also be disclosed to the Property Manager or lessor.

If you enter Into the Residential Tenancy Agreement or you fail to comply with your obligations under any Residential Tenancy Agreement that fact and other relevant personal information collected about You during the course of this Application (including information provided separately to this application) or the Residential Tenancy Agreement may also be disclosed to the lessor, third party operators of tenancy reference databases (to the extent permitted by law), other Property Managers, prospective lessors and prospective buyers of the Premises.

If you would like to access the personal Information the lessor or Property Manager holds, you can do so by contacting the Property Manager. See also the attached notice regarding use of residential tenancy databases.

You can also correct this Information if it is Inaccurate, incomplete or out-of-date. If the information in this Application is not provided, the Property Manager may not be able to process the Application, or the Residential Tenancy Agreement property or manage the tenancy property.

Initials: _____

APPLICANT ONE: _____

APPLICANT TWO: _____

APPLICANT THREE: _____

DETAILS OF THE PROPERTY:

APPLICANT ONE

Name: _____ Date of birth ____/____/____

Phone Home: _____ Phone work: _____

Phone Mobile: _____ Email address: _____

Current address: _____

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

PREVIOUS RENTAL HISTORY

Address: _____

Rent paid \$ _____ per week fortnight month

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

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

Rented from ____/____/____ to ____/____/____

Reasons for leaving: _____

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

Occupation: _____ Employer: _____

Employer's address: _____

Employed from ____/____/____ to ____/____/____

Contact name: _____ Phone: _____

Net income \$ _____ per week fortnight month

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

APPLICANT ONE Continued

PERSONAL REFERENCES

1. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

2. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

NEXT OF KIN

Name: _____ How related: _____

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

Address: _____

EMERGENCY CONTACT

Name: _____ How related: _____

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

Address: _____

APPLICANT TWO

Name: _____ Date of birth ____/____/____

Phone home: _____ Phone work: _____

Phone mobile: _____ Email address: _____

Current address: _____

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

PREVIOUS RENTAL HISTORY

Address: _____

Rent paid \$ _____ per week fortnight month

Rent paid to: _____ Phone: _____

(property manager or lessor's name)

Address: _____

(property manager or lessor's address)

Rented from ____/____/____ to ____/____/____

Reasons for leaving: _____

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

Occupation: _____ Employer: _____

Employer's address: _____

Employed from ____/____/____ to ____/____/____

Contact name: _____ Phone: _____

Net income \$ _____ per week fortnight month

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

APPLICANT TWO Continued

PERSONAL REFERENCES

1. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

2. Name: _____ Relationship to applicant: _____

Contact phone: _____ Address: _____

NEXT OF KIN

Name: _____ How related: _____

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

Address: _____

EMERGENCY CONTACT

Name: _____ How related: _____

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

Address: _____

APPLICANT THREE

Name: _____ Date of birth ____/____/____

Phone home: _____ Phone work: _____

Phone mobile: _____ Email address: _____

Current address: _____

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

PREVIOUS RENTAL HISTORY

Address: _____

Rent paid \$ _____ per week fortnight month

Rent paid to: _____ Phone: _____

(property manager or lessor's name)

Address: _____

(property manager or lessor's address)

Rented from ____/____/____ to ____/____/____

Reasons for leaving: _____

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

Occupation: _____ Employer: _____

Employer's address: _____

Employed from ____/____/____ to ____/____/____

Contact Name: _____ Phone: _____

Net income \$ _____ per week fortnight month

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

APPLICANT THREE Continued

PERSONAL REFERENCES

1. Name: _____ Relationship to applicant: _____

Contact Phone: _____ Address: _____

2. Name: _____ Relationship to applicant: _____

Contact Phone: _____ Address: _____

NEXT OF KIN

Name: _____ How related: _____

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

Address: _____

EMERGENCY CONTACT

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 for Attachment A

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.

ATTACHMENT A
Written Notice about Use of Tenancy Databases
Section 82C(2)

Residential tenancy databases are often used by lessors (landlords) and property managers to check an applicant's tenancy history and improve their chances of finding a reliable tenant.

Under the *Residential Tenancies Act 1987*, lessors and property managers must provide written notice to prospective tenants about the residential tenancy databases that they use.

The database/s we use are:

TICA Default Tenancy Control

PO Box 120, Concord NSW 2137

P: (02) 9743 1800

F: (02) 9743 4844

E: info@tica.com.au

www.tica.com.au

Information can be obtained over the phone or at www.tica.com.au

National Tenancy Database

12/628 Bourke St, Melbourne VIC 3000

P: 1300 563 826

F: (03) 3009 0619

E: info@tica.com.au

www.ndt.net.au

Information can be obtained over the phone or at www.ndt.net.au

If we discover personal information about you on a tenancy database during the application process, we will advise you within 7 days of using the database.