

## APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PROPERTY

APPLICANT NAME/S:.....

CONTACT DETAILS:(Home)..... (Work):.....(Mobile):.....

EMAIL:.....

PROPERTY BEING APPLIED FOR: .....

**NOTE: You are required to pay one week's rent as the Option Fee with this application.  
Processing of this application WILL NOT commence until the Option Fee has been paid.**

### **PLEASE READ CAREFULLY**

#### **Instructions on acceptance/rejection of application.**

Application must be completed FULLY and Option Fee paid prior to processing.

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

- ✓ When signing the lease we require all amounts payable to be paid in either **exact cash, bank cheque or prior payment made through PayWay Payment Card.**
- ✓ All tenants must sign the lease and pay the total ingoings before the keys are handed over.
- ✓ ***It is the TENANTS responsibility*** to ensure the electricity, gas and telephone are connected. Contact Synergy for electricity connections on 13 13 53, Alinta Gas for gas connections on 13 13 58.
- ✓ ***It is the TENANTS responsibility*** to find out if there is an existing telephone connection to the property. You will be responsible for the telephone connection, and/or line connections if applicable as the outgoing tenant may or may not have had them disconnected.

**If your application is UNSUCCESSFUL please note the following:**

- ✓ ALL Option fee refunds will be paid **BY CHEQUE or DIRECT ELECTRONIC FUNDS TRANSFER TO YOUR NOMINATED BANK ACCOUNT.**

### **ALL APPLICATIONS RECEIVED ARE SUBJECT TO LANDLORD'S APPROVAL**

(The Owner (or Agent) is not obliged to explain in the event that your application is not accepted)

## **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 with this Application and Offer, shall be the amount referred to in item 4 "Offer of Option to Owner". 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 refereed to in item 8 "Offer of Option to Owner" or if Nil, then 2 business days. The Option is exercised by the Applicant by either:
  - executing the Lease; or
  - taking possession of the Property with the Owner's consent; or
  - 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 becomes property of the Owner.**
2. The amounts referred to in Items 1 to 5 of "Offer of Option to Owner" are payable upon the Applicant signing the Lease prior to taking possession of the Property.
3. 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.
4. The persons comprising the Application are over 18 years of age, none are bankrupt and they each declare that all of the applicant information referred to in items 1 to 8 are true and correct and are not misleading in anyway.
5. Upon exercising of the option by the Applicant, the Applicant will execute the Lease. The Lease shall be the "Raine & Horne Lease of Residential Premises" which will include the special conditions contained in this Application and the payment of all monies referred to in items 1 to 5 "Offer of Option to Owner".
6. The Applicant acknowledges that they are responsible for their own contents insurance.
7. The Applicant agrees that for the purpose of this Application, 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 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 Database by or on behalf of the Owner and may be disclosed in connection with other residential tenancy applications by the applicant.
9. 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.
10. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant shall be deemed to have been served on all parties.
11. This document is not a residential tenancy agreement and does not grant any right to occupy the Property.
12. The Applicant has signed acknowledgement of the **TENANT PRIVACY STATEMENT**.
13. The applicant acknowledges that the **Special Conditions** as stated in this application may apply to the lease (if Application is accepted, and option exercised).

## **TENANT PRIVACY STATEMENT**

Due to changes in Privacy Laws, from December 21, 2002 all property managers must ensure that you fully understand the National Privacy Principles and the manner in which we must use your private information in order to carry out our role as professional property managers. Please take the time to read

this Privacy Statement carefully, and once completed, tick that you have done so in the space provided in the section “**FINAL APPLICANT CHECKLIST & SIGNATURES**”.

## **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 the other parties including to the landlord, referees, other agents and third party operators of tenancy databases. Information already held on tenancy databases may also be disclosed to the Agent and/or Landlord. If the Applicant enters into a Residential Tenancy 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 the tenancy reference databases and/or other agents.

### **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 lawyer
- ☐ The Landlord's mortgagee
- ☐ Referee's 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 & landlords

**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.

You can contact **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](mailto:kim@ntd.ntd.au)  
In Person: 1/191 Johnstone Street, Fitzroy. VIC. 3055

### **SECONDARY PURPOSES**

We also collect your personal information to:

- Enable us, or the Landlord's lawyers, to prepare the lease/tenancy documents for the premises
- Allow organisations/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)
- Provide confirmation details for organisations contacting us on your behalf, ie. Banks, utilities (Gas, electricity, water, phone), employers etc.

As professional property managers (RAINE & HORNE FREMANTLE) collects personal information about you. To ascertain what personal information we have about you, you can contact us by:

Telephone: (08) 9433 2266  
Facsimile: (08) 9433 2777  
Email: [rentals.fremantle@rhwa.com.au](mailto:rentals.fremantle@rhwa.com.au)  
In Person: Raine & Horne Fremantle  
1/177 High Street  
FREMANTLE WA 6160

If your personal information cannot be provided to **Ntd** by 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.

## **SPECIAL CONDITIONS TO LEASE**

In addition to the standard conditions as set out in "The lease Agreement", all leases will be subject to the following "Special Conditions".

**1. The tenant acknowledges that they have viewed the property and accept the property in the condition as inspected and that the owner is NOT obliged to consider any requests for improvements.**

**2.** The tenant acknowledges and is aware that the agent, using the office key where applicable, will carry out regular inspections (in most cases, 3 monthly) on the property. The first to be after approximately 6 weeks. The tenant further acknowledges that a reinspection fee may apply if the inspection cannot be performed for any reason attributable to the tenant, or if the inspection is found to be unacceptable and requires a follow up inspection.

**3.** Where the property has allocated parking bay/s, the tenant agrees to only park in the bay/s allocated to the property at all times.

**4.** Telephone and electricity services **must** be transferred into your name upon occupancy and disconnected upon vacating. If the utilities are sub-metered the tenants acknowledge and agree that the electricity and gas accounts are supplied to the Property Manager (Raine & Horne Fremantle) and that these accounts will be invoiced direct to the tenant by Raine & Horne Fremantle with payment to be made to Raine & Horne Fremantle office within fourteen (14) days.

**5.** The Tenant acknowledges that the owner **WILL NOT** contribute to the cost of lighting gas hot water systems, stoves, ovens or heaters unless proven to be defective. Proof of defective apparatus to be provided by the Tenant.

**6.** Where the property has a private swimming pool, the tenant acknowledges and agrees to keep clean and in good serviceable and working order the pool and all its ancillary equipment and apparatus. In the event the landlord or his agent is dissatisfied with the standard maintained by the tenant then the tenant agrees to the agent engaging an outside swimming pool contractor to attend to the premises the cost of which will be borne by the tenant and added to the regular rent sum.

**7.** The Tenant agrees to give **twenty one (21) days** notice in **writing** when they wish to vacate, either on or after the expiry of the lease with such notice to commence from the date the notice is received in our office. The Tenants also acknowledge and agree to the agent advertising the availability of the premises during the notice period and allowing inspections for prospective tenants during normal business hours. **Twenty four (24) hours verbal notice given to the current tenant of such inspection.**

**8.** The tenant is aware that any rubbish left in or around the property at vacation shall be removed at the tenant's expense.

**9.** The tenant agrees to use drip trays on the driveways/carport areas to prevent oil damage. Drip trays to be purchased at the tenant's expense. **STRICTLY NO PARKING ON LAWNS OR VERGES.**

**10.** No pot plants are to be kept directly on the floors at any time. Any floor damage will be repaired/replaced at the tenant's expense.

**11.** During the term of your tenancy the tenant will be responsible for replacing tap washers. If taps continue to leak after washers have been changed, please notify Raine & Horne.

**12.** We suggest that you regularly check your water meter in order to be aware of the amount of water being consumed. If you are experiencing difficulties or problems please contact your Property Manager.

**13.** The tenant/s agrees to notify the agent of their intention to extend the lease at least forty five **(45) days** prior to the expiry of this lease, the agent shall contact the owner for confirmation of the desired lease extension only upon the tenant's verbal or written enquiry.

## **SPECIAL CONDITIONS TO LEASE** (cont.)

**14.** A fee of \$30.00 will apply for any cheques not met on first presentation. The owner reserves the right to not accept the tenant's cheques should they be dishonoured on more than one occasion.

**15.** The tenant acknowledges that unless advised otherwise in writing by Raine & Horne, no fireplaces are to be used at any time.

**16.** The tenant acknowledges that if window locks are not present at the inspection they will not be organised at the owner's expense and the tenant has satisfied themselves of their own insurance requirements. **NOTE: OWNER'S INSURANCE DOES NOT COVER TENANT'S CONTENTS.**

**17.** The tenant acknowledges and agrees that should they wish to vacate the premises before the end of the tenancy, the following fees and charges will apply, in addition to the standard moving out costs.

- \* Rent and all other outgoings on the property until a new tenancy has begun.
- \* Reimbursement to the owner for the cost of the inspection/inventory fee.
- \* All advertising costs
- \* Reimbursement of the unexpired portion of the original Letting Fee
- \* Upkeep of the property until relet

**18.** The tenant acknowledges that the rent may be reviewed every six (6) months from the date of commencement of this lease.

**19.** The tenant acknowledges that any accounts levied by Raine & Horne Fremantle (for example water consumption) are payable within **fourteen (14)** days. Accounts outstanding for more than 7 days may attract interest.

## **RENT PAYMENTS**

### **IMPORTANT INFORMATION:**

- ... **ALL** rental payments are made through the **PayWay Payment** system which offers security and convenience.
- ... You will be presented with your PayWay payment card at the time of your lease sign up.
- ... If your application is accepted you will be provided with a **Biller Code** and **Customer Reference number**.
- ... These details will be matched to your account and must be used **at all times**.

#### **Balance of Payment for Lease sign up: (if application is accepted)**

The Tenancy CAN NOT be finalized until such time as the lease agreement has been fully signed and we have received full payment of the bond plus the first two weeks rent.

- These monies can be paid using the **Biller Code** and **Ref. number** given to you as per above.

Alternatively you may pay by **Cash** or **Bank Cheque** (no personal cheques accepted) on the day of sign up.

#### **PLEASE NOTE:**

**DUE TO SECURITY AND INSURANCE RESTRICTIONS IT IS A CONDITION OF THIS APPLICATION THAT ALL APPLICANTS ACCEPT AND UNDERSTAND THAT CASH RENTAL PAYMENTS WILL NOT BE ACCEPTED AT THIS OFFICE.** (Please ask your Property Manager for other payment options)

## 1<sup>ST</sup> APPLICANT

(extra application forms available if more than 2 people are applying to be on the lease)

Name: ..... Date of Birth: .....

Email address: .....

Day Time Contact Number: ..... Mobile Number: .....

Drivers Licence No: ..... State: ..... Passport No: .....

1. **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: .....

2. **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: .....

3. **Occupation:** .....

Employer: ..... Employment Period: .....

Employer's Address: .....

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

4. **If less than 12 months, name of previous employer:** .....

Address of Previous Employer: .....

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

**(Please Note: If self employed statements of income must be provided.)**

5. **Next of Kin:** (name and address) .....

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

6. **Emergency Contact** other than next of Kin: (name and address) .....

..... Phone No: ..... Relationship: .....

7. **Bank:** ..... Branch: ..... Type of Account: .....

8. **Character Reference**

(not to be a relative or applicant): (name and address) .....

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

## 2<sup>nd</sup> APPLICANT

(extra application forms available if more than 2 people are applying to be on the lease)

Name: ..... Date of Birth: .....

Email address: .....

Day Time Contact Number: ..... Mobile Number: .....

Drivers Licence No: ..... State: ..... Passport No: .....

1. **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: .....

2. **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: .....

3. **Occupation:** .....

Employer: ..... Employment Period: .....

Employer's Address: .....

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

4. **If less than 12 months, name of previous employer:** .....

Address of Previous Employer: .....

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

**(Please Note: If self employed statements of income must be provided.)**

5. **Next of Kin:** (name and address) .....

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

6. **Emergency Contact** other than next of Kin: (name and address) .....

..... Phone No: ..... Relationship: .....

7. **Bank:** ..... Branch: ..... Type of Account: .....

8. **Character Reference**

**(not to be a relative or applicant):**(name and address) .....

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

## **OTHER REQUIRED INFORMATION**

- **Do you:** Intend using a water bed at the property? Yes ☐ No ☐  
Smoke cigarettes? Yes ☐ No ☐  
Intend having any pets at the property? Yes ☐ No ☐

If yes, what type of pet? .....  
(Pet Bond of \$260.00 will be payable)

- **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: .....

Car make: ..... Colour: ..... Reg No: .....

- **Ministry of Housing Bond:**

Do you intend applying for a Ministry of Housing Bond? Yes ☐ No ☐

**Please note:** If you answered **YES** to the above question, you **WILL NOT** be permitted to move into the property until such time as:

- (a) this office has received written confirmation from the Ministry of Housing guaranteeing and outlining the amount of bond payable, or
- (b) you present the cheque from the Ministry of Housing for the amount payable.

- **Total number of persons to occupy premises:**

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

- **Bank Account Details for Refund of Option Fee:** (if required)

☐ Bank: ..... BSB: ..... Account #: ..... Name: .....

**OR:**

☐ Pay by cheque to: ..... (Name of person paying option Fee)

## **REQUESTS/CONDITIONS**

- **The applicant makes this application subject to the following requests/conditions:**

.....  
.....  
.....  
.....  
.....  
.....



## OFFER OF OPTION TO OWNER

1. Period of the proposed Lease (please tick) 6 ☐ or 12 ☐ months. Commencing\_\_\_/\_\_\_/20\_\_\_
2. Rent amount being offered by applicant \$\_\_\_\_\_per week.

### **\*OFFICE USE ONLY\***

1. Security deposit bond (=4 weeks rent) \$\_\_\_\_\_
3. Pet bond (\$260 if applicable) \$\_\_\_\_\_
4. Two weeks rent in advance \$\_\_\_\_\_

**Subtotal:** \_\_\_\_\_

5. Less Option Fee (= 1 week rent) \$\_\_\_\_\_
6. **Total due** \$\_\_\_\_\_

8. Period of Option **NIL** business days from acceptance of Application (see Item 1 "Option of Offer")

The Applicant encloses an Option Fee for the sum referred to in Item 4. It is agreed that the acceptance of this Application is subject to the approval of the Owner and is at the Owner's absolute discretion. **The Applicant understands that withdrawal after acceptance of the application and offer will result in forfeiting of the option fee.**

## FINAL APPLICANT CHECKLIST & SIGNATURES

I/We, the applicant/s, hereby acknowledge that I/we have fully **READ AND AGREE** to the following and understand my/our obligations under this application.

(Each box **MUST** be ticked for this application to proceed)

- Instructions on acceptance/rejection of application ..... ☐
- Offer of Option..... ☐
- Tenant Privacy Statement ..... ☐
- Special Conditions of Lease... ☐
- Rent Payments..... ☐
- Applicant Details ..... ☐
- Other Required Information.... ☐
- Requests/Conditions ..... ☐
- Bank Account Details (for option fee refund if required) ..... ☐

### **SIGNED BY THE APPLICANT**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(DATE)

### **SIGNED BY THE APPLICANT**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(DATE)