

## Offer of Option to Lease Residential Premises

### IMPORTANT - TO CONSIDER YOUR APPLICATION WE REQUIRE THE FOLLOWING

*Please tick off the list below as you complete the application, to ensure that all has been completed correctly.*

- ☐ Fill in this form completely, sign in full, with all relevant information and reference details for all persons wishing to reside at the property.
- ☐ Read and sign the privacy act acknowledgement form.
- ☐ In order for your application to be processed, we require enough identification for each applicant to satisfy 100 points. As per list below.
- ☐ Additional to this, you must also provide **proof of income**, in the form of pay slips/bank statement etc.
- ☐ Full payment of the four (4) weeks bond is required to be paid within 48 hours of written confirmation that your application has been accepted by Empire Property Solutions. If the bond payment is not received within the 48 hours, the property will be re-advertised.

### PROOF OF IDENTIFICATION - 100 POINTS REQUIRED

*Please tick off the list below what form of identification you have provided to us.*

- |   |                  |
|---|------------------|
| <input type="checkbox"/> Birth Certificate            | 70 Points        |
| <input type="checkbox"/> Passport                     | 70 Points        |
| <input type="checkbox"/> <u>Driver's License</u>      | <u>70 Points</u> |
| <input type="checkbox"/> Proof of Age                 | 30 Points        |
| <input type="checkbox"/> Medicare Card                | 30 Points        |
| <input type="checkbox"/> Debit/Credit Card            | 30 Points        |
| <input type="checkbox"/> Latest Utility Account       | 30 Points        |
| <input type="checkbox"/> Citizenship Certificate      | 30 Points        |
| <input type="checkbox"/> Current Vehicle Registration | 30 Points        |
| <input type="checkbox"/> Current Rental Ledger        | 30 Points        |
| <input type="checkbox"/> Residency Visa               | 30 Points        |

Tenants who are NOT Australian Citizens or Residents, will need to provide a copy of their Passport and Visa.

PLEASE EMAIL YOUR APPLICATION THROUGH TO  
[pm2@empireproperty.com.au](mailto:pm2@empireproperty.com.au)

*Approval of tenants is completed by the owner of the property. Should you not be accepted, we legally do not need to disclose the owner's reasons. We also may wish to keep your application for future properties, otherwise, unsuccessful applications are shredded once you have been advised.*

# application to enter into residential tenancy agreement



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## EXPLANATION FOR APPLICANTS

**Only complete this APPLICATION if you are sure that you want to enter into a Residential Tenancy Agreement with the Lessor of the Premises.**

The Lessor of the Premises is attempting to locate the most suitable tenant; that is a tenant who pays the rent on time and takes good care of the Premises.

To enable the Lessor of the Premises to determine in their opinion who is the most suitable person, the Lessor's Property Manager requires some background information about you.

**The form "APPLICATION TO ENTER INTO RESIDENTIAL TENANCY AGREEMENT" is not the Residential Tenancy Agreement**

The purpose of this form is:

**First**, to inform the Lessor of Your details, and Your requirements for the Residential Tenancy Agreement; for example, if you wish to have pets at the Premises.

**Second**, to inform You of the Lessor's or Property Manager's usual use of one or more residential tenancy databases.

**Third**, 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).

**Fourth**, 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 the Lessor

<b>Your action if You wish to apply for the Residential Tenancy Agreement:</b>	<ol style="list-style-type: none"><li>1. Complete this Application.</li><li>2. Submit this Application to the Property Manager together with any Option Fee that may be requested by the Property Manager.</li></ol>
<b>Lessor's action if You do not succeed with Your Application:</b>	<ol style="list-style-type: none"><li>3. If You are not the successful applicant and have paid an Option Fee, the Option Fee will be refunded to You within 7 days of the decision.</li></ol>
<b>Lessor's action if You succeed with Your Application:</b>	<ol style="list-style-type: none"><li>4. If You are the successful applicant, 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.</li></ol>
<b>What You will then need to do if You are the successful Applicant:</b>	<ol style="list-style-type: none"><li>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 the Lessor (or the Property Manager) sign the document, a binding Residential Tenancy Agreement will exist between You and the Lessor. In the case of where an Option Fee has been paid there will be no need for the Lessor (or Property Manager) to sign the document for a binding Residential Tenancy Agreement to exist.</li><li>6. If any of the events mentioned in clause 5 of this Summary above do not occur the ramifications of that are set out below in clause 18 of part B of this Application.</li></ol>

**FOR:** Premises Address

**FROM:** Proposed Tenants  
Names

**TO:** The Property Manager

Agency Name: EMPIRE PROPERTY SOLUTIONS

Address: 10 ELDER PLACE, FREMANTLE WA 6160

Telephone: 9335 7555

Facsimile 9336 1432

Email: pm2@empireproperty.com.au

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## PART A

(TO BE COMPLETED BY PROPERTY MANAGER)

1. Premises
2. Rent \$  per week
3. Option Fee (if applicable) \$

4. If You are the successful applicant and wish to enter into a Residential Tenancy Agreement with the Lessor, You will be required to pay the following money to the Property Manager:

### REQUIRED MONEY

- (a) Security bond of \$
- (b) Pet bond (if applicable) \$
- (c) First two weeks rent \$
- (d) Less Option Fee (If paid) \$
- (e) **Total** \$

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## PART B

### (TO BE COMPLETED BY YOU)

**NOTE:** This document is not a Residential Tenancy Agreement and does not grant any right to occupy the Premises

### INFORMATION FROM "YOU" (the proposed tenant or tenants)

#### 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

Pets- 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)

Bank:  BSB:   
Account No:  Account Name:

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 anyway.

14. You acknowledge that having inspected the Premises. You will accept possession of 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, B and C. Parts A and B can be viewed on reiwa.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 you bank account details set out in Part B within 7 days of the decision.

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18. If You are the successful applicant 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 (e.g. returning the document to the property Manager by the stipulated time, paying full stipulated rent 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) sign 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.

**Note: Under the Residential Tenancy Act 1987 agreements to lease do not have to be in writing and may be entered verbally or by conduct. This clause 18 does not purport to remove any right of parties to reach non-written agreements. However, If the parties wish to enter an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.**

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;
- (ii) 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. Any 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 Act. Comprising of 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 properly or manage the tenancy properly.

**Name:**

**Signature:**

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## NOTICE OF USE OF ONE OR MORE RESIDENTIAL TENANCY DATABASES Section 82C – Residential Tenancies Act 1987

1. It is the Property Manager's usual practice to use one or more residential databases for the purpose of checking an applicant's tenancy history.
2. The name of each residential tenancy database the Property Manager or Lessor usually uses, or may use, for deciding whether a residential tenancy agreement should be entered into with a person are set out below:
3. The contact details for the database operator(s) who operates the database(s) used by the PM as referred to above are as follows:

(a) **TICA** (strike out if inapplicable)

- (i) **Address:** PO Box 120, Concord NSW 2137
- (ii) **Telephone:** 190 222 0346. Calls are charged \$5.45 per minute including GST (higher for mobile or pay phones)
- (iii) **Facsimile:** (02) 9743 4844
- (iv) **Website:** [www.tica.com.au](http://www.tica.com.au)

(b) **National Tenancy Database** (strike out if inapplicable)

- (i) **Address:** GPO Box 13294, George Street 120, Brisbane QLD 4003
- (ii) **Telephone:** 1300 563 826
- (iii) **Facsimile:** (07) 3009 0619
- (iv) **Email:** [info@ntd.net.au](mailto:info@ntd.net.au)
- (v) **Website:** [www.ntd.net.au](http://www.ntd.net.au)

(c) **Other Databases** (If applicable)

(i) <b>Names:</b>	
(ii) <b>Address:</b>	
(iii) <b>Telephone:</b>	
(iv) <b>Facsimile:</b>	
(v) <b>Email:</b>	
(vi) <b>Website:</b>	

4. The applicant may obtain information from the database operator in the following manner:

(a) as to TICA:

- (i) Postal and fax application forms can be downloaded from [www.tica.com.au](http://www.tica.com.au). Information regarding application fees can be found on the application form.

(b) as to the National Tenancy Database.

- (i) A request for rental history file can be downloaded from [www.ntd.net.au](http://www.ntd.net.au). A link to the form can be found under the tab "For Tenants".
- (ii) A request for rental history may be submitted by post, fax or email.

(c) as to

- (i)


**NOTE:** This notice is required to be given regardless of whether the Property Manager intends to conduct a search on the particular applicant.

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## YOUR (First Person's) PARTICULARS

Your Name  (FIRST NAME)  (MIDDLE NAME)  (SURNAME)  
Present Address   
Phone No Work  Phone No Home   
Mobile  Email   
Date of Birth  Place of Birth  Family Name at Birth  Australian Citizen ☐ Yes ☐ No

## DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's License No  State  Passport No   
Other ID   
Proof of Identification (license number/bankcard etc.)   
Vehicle Type & Registration No   
Anything else to support Your Application

Smoker ☐ Yes ☐ No

Personal References a)  NAME  TELEPHONE  
b)  NAME  TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid   
Address  Phone No   
Rental Paid \$  Period Rented From  To   
Reason for leaving

(ii) Previous address of Applicant   
Name of previous lessor or managing agent to whom rent was paid   
Address  Phone No   
Rental Paid \$  Period Rented From  To   
Reason for leaving

(iii) Occupation  (Note: Your Employer may be contacted to verify employment)  
Employer  Period of Employment   
Phone No  Wage \$   
If less than 12 months, name and address of previous employer   
Explanation if no employment

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin  NAME  ADDRESS  TELEPHONE  
Second Next of Kin  NAME  ADDRESS  TELEPHONE  
Emergency Contact (name, address and telephone) [Note: These people may be contacted to verify particulars]  
First Contact  NAME  ADDRESS  TELEPHONE  
Second Contact  NAME  ADDRESS  TELEPHONE

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## YOUR (Second Person's) PARTICULARS

Your Name  (FIRST NAME) (MIDDLE NAME) (SURNAME)  
Present Address   
Phone No Work  Phone No Home   
Mobile  Email   
Date of Birth  Place of Birth  Family Name at Birth  Australian Citizen ☐ Yes ☐ No

## DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's License No  State  Passport No   
Other ID   
Proof of Identification (license number/bankcard etc.)   
Vehicle Type & Registration No   
Anything else to support Your Application

Smoker ☐ Yes ☐ No

Personal References  
a)  NAME TELEPHONE  
b)  NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid   
Address  Phone No   
Rental Paid \$  Period Rented From  To   
Reason for leaving

(ii) Previous address of Applicant   
Name of previous lessor or managing agent to whom rent was paid   
Address  Phone No   
Rental Paid \$  Period Rented From  To   
Reason for leaving

(iii) Occupation  (Note: Your Employer may be contacted to verify employment)  
Employer  Period of Employment   
Phone No  Wage \$   
If less than 12 months, name and address of previous employer   
Explanation if no employment

(iv) Next of Kin (Note: These people may be contacted to verify particulars)  
First Next of Kin  NAME ADDRESS TELEPHONE  
Second Next of Kin  NAME ADDRESS TELEPHONE  
Emergency Contact (name, address and telephone) [Note: These people may be contacted to verify particulars]  
First Contact  NAME ADDRESS TELEPHONE  
Second Contact  NAME ADDRESS TELEPHONE



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## YOUR (Third Person's) PARTICULARS

Your Name  (FIRST NAME) (MIDDLE NAME) (SURNAME)  
Present Address   
Phone No Work  Phone No Home   
Mobile  Email   
Date of Birth  Place of Birth  Family Name at Birth  Australian Citizen ☐ Yes ☐ No

## DOCUMENTS TO CONFIRM YOUR IDENTITY

Driver's License No  State  Passport No   
Other ID   
Proof of Identification (license number/bankcard etc.)   
Vehicle Type & Registration No   
Anything else to support Your Application

Smoker ☐ Yes ☐ No

Personal References  
a)  NAME TELEPHONE  
b)  NAME TELEPHONE

(i) Name of current lessor or managing agent to whom rent is paid   
Address  Phone No   
Rental Paid \$  Period Rented From  To   
Reason for leaving

(ii) Previous address of Applicant   
Name of previous lessor or managing agent to whom rent was paid   
Address  Phone No   
Rental Paid \$  Period Rented From  To   
Reason for leaving

(iii) Occupation  (Note: Your Employer may be contacted to verify employment)  
Employer  Period of Employment   
Phone No  Wage \$   
If less than 12 months, name and address of previous employer   
Explanation if no employment

(iv) Next of Kin (Note: These people may be contacted to verify particulars)

First Next of Kin  NAME ADDRESS TELEPHONE  
Second Next of Kin  NAME ADDRESS TELEPHONE  
Emergency Contact (name, address and telephone) [Note: These people may be contacted to verify particulars]  
First Contact  NAME ADDRESS TELEPHONE  
Second Contact  NAME ADDRESS TELEPHONE

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## connectnow.

We get things sorted.

**Moving home has never been easier**

Connectnow is dedicated to helping you move home more easily. We can connect your utilities including electricity, gas, phone, internet and pay TV to a broad choice of leading providers. We can also organise your disconnections and offer a range of additional services, such as cleaning, removalists and vehicle hire.

What's more, you pay no extra charges as a result of using the connectnow service. We will make all reasonable efforts to contact you within 1 working day of receiving this application to explain the details of the services offered. If we are unable to contact you within this period please call 1300 554 323 to ensure your services can be addressed by the required date.

**PRIVACY CONSENT AND TERMS: By signing this form you consent and agree to the following:** Connect Now Pty Ltd (ABN 79 097 398 662) ("connectnow") will collect, use and disclose your personal information to contact you (including electronically) about providing moving, connection and disconnection services and to inform you about products and services offered by its related companies and third party suppliers. These other companies may also use your details to contact you directly about their products and services. See connectnow's Privacy Policy for further details, including your rights to access and correct the information held about you at [connectnow.com.au](http://connectnow.com.au). Third party service providers (who may transfer your data overseas) may have their own Privacy Policy, which you can request from them. You consent to connectnow continuing to market to you unless you opt out, including by emailing [privacy@connectnow.com.au](mailto:privacy@connectnow.com.au). To the extent permitted by law, connectnow is not responsible or liable for delayed or failed connections or the service providers' connection charges, which you must pay to them directly. Connectnow may be paid a fee by service providers and may pay a fee to real estate agents relating to services provided to you. If you nominate an alternative contact person on this application, you authorise them to act on your behalf to arrange moving, connection and disconnection services, including accepting third party terms. You warrant that you are authorised to make this application on behalf of all applicants and alternative contact persons listed and that each person has consented and agreed to the handling of their personal information on the same terms as you have.

☐

**Yes, I accept the Terms. Please call me to connect my new home services**

Signed:

Date:

PM ID:

P: 1300 554 323 | F: 1300 889 598 | [www.connectnow.com.au](http://www.connectnow.com.au)

By Signing this document, you are making an application to enter into a Residential Tenancy Agreement in relation to the Premises, Your Application may or may not be successful.

Your Signature (First Person)

Date / /

Your Signature (Second Person)

Date / /

Your Signature (Third Person)

Date / /