

2.06 The Application For Tenancy

Most Real Estate Agents and some private owners will ask you to fill in an **application form** when you show interest in renting a place. You should make sure you understand what the form says before you sign it. Ask the owner/agent to explain anything you don't understand. Take the form away and get advice before you sign it. Be wary if the owner/agent is unwilling to allow you to take the form away to get advice before you sign it.

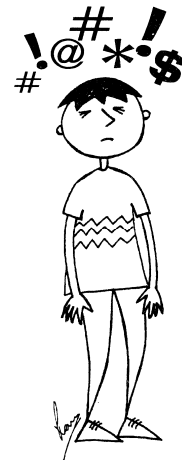
Don't sign an Application Form until you know what you are agreeing to.

Make sure this is the place you really want because if the application is accepted, you will have committed yourself to the tenancy. For this reason, only apply for one property at a time. If you are accepted as a tenant, but you decide you don't want the place, you could be held liable for the owner's costs. For example, you may have to pay advertising costs and rent until new tenants are found. Or the owner/agent may try to hold you to renting the place for time period as stated in the application form.

What Is An Application For Tenancy Form?

The *Application Form* does not secure your tenancy to the premises. The information asked for in the form helps owners/agents decide whether they want to rent the place to you.

There is no standard *Application Form*. It may be different from owner to owner and from agent to agent. The REIWA form is used by most real estate agents. An example of an *Application to Rent Residential Premises* and a REIWA (*Real Estate Institute of Western Australia*) *Standard Application and Offer of Option to Lease Residential Premises* can be found at the end of this chapter.



The application form may ask for:

- Your name
- Your present and previous address and rental details (how much rent paid; agent or owner's name and their address and phone number)
- References from your previous landlord (see section in this chapter on 'getting references' if you have not rented before)
- Current employment details (name, address, income)
- Contact details (name and telephone number) of a personal reference
- Bank details
- Next of kin (your immediate family) name and contact details

The application form may also ask you to specify:

- How long you would like to rent the place for
- The dates you would like to start and/or finish renting the place
- How many people (adults and children) will be staying at the premises
- Whether there will be any pets
- Whether you intend applying for Department of Housing (DH) Bond Assistance (this is not for DH tenants - see chapter [1.06 Financial Assistance for Tenants](#) for more information)

The application form should also itemise all the costs involved if you were to sign up for tenancy, such as:

- Rental payment amount
- Security bond
- Rent in advance required; and
- Pet bond (if chargeable).

The amounts listed on the application form are the amounts you are agreeing to pay if successful in your application, so make sure you check and agree with this amount before signing the application form. See chapter [2.03 What Will It Cost to Move In](#) for more information.

Supplying Personal Information

The Application for Tenancy form may require you and your friends or family (if they plan to live at the house too) to supply a lot of personal information.

Some application forms may require a “100 point identity check” which can include:

- Photo ID for each applicant, such as a drivers licence or passport
- Written references from previous landlords or agents (see section below on how to get rental references)
- Proof of last address (such as a copy of last phone or electricity account)
- Copy of previous rental receipts (or bank statements if you have been using ‘direct credit’ for paying rent)
- Copy of last rental lease/tenancy agreement
- Proof of income such as a letter of employment or a social security/Centrelink statement

Tenancy workers may be able to assist you in getting all the necessary paperwork together for the Tenancy Application Form – see chapter [1.12 Community Contacts](#).

Getting References

There are three types of references:

- 1) Work reference (a letter written about you by your current or previous employer);
- 2) Character reference (a letter written about you by someone, other than your family, who has known you for a while);
- 3) Real estate agent or landlord's reference (a letter saying you paid your rent on time and were a good tenant).

If you haven't rented before, you will have problems getting a reference from a previous landlord! However, you could try to include in a character or work reference something like the following statement: "...that he/she has known you for a long time and that he/she has good reason to believe that you would make a reliable and responsible tenant."

You may also need to consider other rental options such as agency assisted/supported accommodation as a way to develop your rental history. See chapter [1.12 Community Contacts](#) for a list of agencies that may be able to help you.

Know What Kind Of Tenancy You Want

Try to determine what kind of tenancy suits you best BEFORE signing the application form. There are basically two types of tenancies:

1. **Fixed Term** tenancy agreement (meaning you rent for a fixed time period, such as for 6 or 12 months). This type of lease has a definite end date, meaning that if you move out of the property before the finishing date on a Fixed Term Tenancy Agreement, you may have to pay advertising and rental costs until other tenants are found OR until the lease ends. See chapter [4.02 Ending a Fixed Term Tenancy](#) for more information.

TENANTS BEWARE! Some application forms may already state you are agreeing to take the premises for a certain amount of time, for example 6 months, and may state the amount of rent that is to be charged. If you do not agree to the time written on the form, you can change the time period and initial the change. Be aware though that this may place you at a disadvantage if there is another applicant who will agree to the time period.

2. **Periodic** tenancy agreement (meaning you rent for an unspecified time). This type of lease has NO fixed end date. When you want to move out, you must give the owner/agent **21 days notice and the owner/agent must give you 60 days notice to move out**. See chapter [4.01 Ending a Periodic Tenancy](#) for more information.

Some Questions To Ask Before Signing

If possible clarify these points in the tenancy application:

- Who pays for water costs? (Try to arrange it so that you don't pay more than 50% especially if you are maintaining the garden). Also see chapter [2.05 Water Charges](#).
- Is electricity connected through Synergy or through sub-meters? If it is through sub-meters, is there any charge for the owner/agent to read the meter and send you the bill? Also see chapter [2.04 Electricity and Gas Meters](#).

Do I Have To Answer All The Questions On The Form?

NO! You don't have to answer all the questions on an application for tenancy form. Some of the information asked for can be personal. For example phone numbers, bank account numbers and drivers licence numbers. You should think very carefully about whether or not you want to let anyone have personal details before you fill anything in and sign it.

However, be aware that if you refuse to answer all the questions the owner/agent may refuse to rent the place to you. They may be suspicious about why you will not answer all the questions.

If you don't answer all the questions, your application may not be approved.

What If I Don't Want To Agree To Something In The Form?

You may cross out anything you don't agree to. You may also change the wording to something more acceptable. You and the owner agent must initial any change.

Can I Add Anything To The Application Form?

YES, you can add to the application form. If there are special conditions you want met, make sure you discuss them with the owner/agent before filling in the application form. For example, any cleaning or repairs that are needed.

Write the conditions on the form and initial each of them. Ask the owner/agent to initial them too. If the owner/agent has agreed to something verbally but will not put it in writing, it may indicate that they have no intention of doing what they have said. It will be very difficult to prove the owner/agent agreed to something if you don't have it in writing.

Should I Worry About The Small Print?

YES! Many application forms have a section written in small print which containing conditions that can affect your application, your tenancy and sometimes take away your rights. Always check what is written in the “special conditions” section of the form. Some examples are discussed below:

Loss of Option Fee - the law says that option fees should be refunded if you don't take the tenancy. However, some application forms state that you agree the option fee will be kept by the owner if you are accepted but decide not to take the place. If you sign the form agreeing to this you are agreeing to waive your right to a refund (see chapter [2.07 The Option Fee](#) for more information).

Notice at End of Tenancy - some application forms state that you will give notice in accordance with section 68 of the *Residential Tenancies Act 1987 (WA)* in the event of you wanting to move out. This would require you to give 21 days notice in writing if you want to vacate at the end of the fixed term. However, this section of the Act only applies to periodic tenancies, not tenancies for a fixed term (see Chapter [4.02 Ending a Fixed Term Tenancy](#) for more information).

Direct Debit – some application forms state may ask you to agree to have your rent paid directly out of your bank account. You can try negotiating with the owner/agent as to when the rent is to be paid (weekly, fortnightly, monthly). For direct debit, you do not receive rent receipts for paying rent as it should be recorded on your bank statements.

Tenancy Databases - some application forms state that you agree to your personal details being listed on a tenancy database. If there is such a clause included in the form, try to negotiate one or more of the following suggestions (although your success will largely depend on the attitude of the owner/agent you are dealing with):

- 1) Removal of such a clause (although this is unlikely and the owner/agent may think you are trying to remove the clause because you have something to hide);
- 2) The clause to be changed to say the owner/agent can only list you in certain circumstances and saying what those circumstances are; and/or
- 3) The clause to be changed to require the owner/agent to tell you if you are to be listed and what information about you is going to be provided to the Tenant Database.

See chapter [1.11 Tenant Databases](#) for more information.

What If My Application Is Unsuccessful?

- If you paid an Option Fee, it should be refunded unless you have signed something in the application form that waives this right.
- Real estate agents and owners do not have to give you a reason as to why you were not offered the tenancy. However, if you have suspicions that your application was not successful due to your personal or physical characteristics, you may have been discriminated against.

What is discrimination?

Under the *Equal Opportunity Act 1984 (WA)*, it is unlawful to refuse someone accommodation because of their (or their relative's or associate's):

- Age,
- Gender (male/female),
- Race,
- Impairment (such as a disability),
- Sexual orientation
- Pregnancy,
- Marital status (whether you are married or not),
- Religious or political beliefs (or lack of),
- Gender history (transgender).

For more information, see chapter 1.08 Discrimination.

List of Tenants' Rights Manual chapters referred to in this info sheet:

- 1.06 Financial Assistance for Tenants
- 1.08 Discrimination
- 1.11 Tenant Databases
- 1.12 Community Contacts
- 2.03 What Will It Cost To Move In?
- 2.04 Electricity and Gas Meters
- 2.05 Water Charges
- 2.07 The Option Fee
- 4.01 Ending a Periodic Tenancy
- 4.02 Ending a Fixed Term Tenancy

SAMPLE FORMS ATTACHED:

- ***REIWA Application for Residential Tenancy***
- ***Application to Rent Residential Premises***

STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PREMISES

This document is not a residential tenancy agreement and does not grant any right to occupy the Premises

INFORMATION FROM APPLICANT

Applicant: Mr/Mrs/Ms..... Telephone.....

Applicant: Mr/Mrs/Ms..... Telephone.....

Applicant: Mr/Mrs/Ms..... Telephone.....
Surname First Name Middle Name

TENANCY DETAILS

1. Premises.....
.....

2. The tenancy is required for a period of months From To

3. At a rental of \$.....

4. Total number of persons to occupy Premises Adults Children
Ages Ages

5. Pets - Type of Pet Breed..... Number Age
Type of Pet Breed..... Number Age

6. Do you intend applying for a residential tenancy bond from a State Government Department? Yes No
If yes, \$..... Branch

7. Option Fee \$.....

8. If offer accepted, Period of Option: business days from acceptance of Application (see item 28)

AMOUNTS PAYABLE (if option exercised and lease entered into)

9. Security deposit bond of \$.....

10. Pet bond (if applicable) \$.....

11. Rent paid to/...../..... \$.....

12. Total due \$ Option Fee (payable on
(\$.....) application)

13. BALANCE OWING (cash or financial institution cheque only) \$.....

CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

14. The amounts referred to in Items 9 to 13 are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises.
15. The Applicant will not be entitled to occupation of the Premises until:
 - (i) vacant possession is provided by the current occupant of the Premises;
 - (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 Premises.
16. The persons comprising the Applicant are not bankrupt and they each declare that all of the information supplied in the Applicant's Particulars are true and correct and are not misleading in any way.
17. The Applicant acknowledges having inspected the Premises and if the Option is exercised, will accept possession of the Premises in the condition as at the date of inspection.
18. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease will be the "REIWA Standard Residential Property Lease", including any special conditions included and/or attached to this Application and the payment of all monies referred to in items 9 to 13.
19. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent.
20. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their own contents and determine if the insurer covers damage to Premises caused by a waterbed or the escape of water from a waterbed.
21. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
22. 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.
23. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant will be deemed to be service on them all.

PRIVACY

24. **The Applicant agrees that for the purpose of this Application, the Owner/Managing Agent may make enquiries of the persons given as referees by the Applicant, and also make enquiries of such other persons or agencies as the Owner may see fit.**
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, to manage the tenancy and to conduct the Agent's business. 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, third party operators of tenancy reference databases, and prospective buyers of the Premises. Information already held on tenancy reference databases 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 that 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 real estate agents.
If the Applicant would like to access the personal information the Agent holds, they can do so by contacting the Agent.
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.

OFFER OF OPTION TO OWNER

25. The Applicant offers to the Owner an Option to lease the Premises. 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, will be the amount referred to in item 7. The period of the Option will commence from and include the date of the acceptance of the Application by the Owner and continues for the number of business days referred to in item 8, or if none, then by 4pm two business days after the acceptance of the Application and Offer.
26. The Option is exercised by the Applicant either:
 - (i) executing the Lease; or
 - (ii) taking possession of the Premises with the Owner's consent; or
 - (iii) giving a notice in writing to the Owner exercising the Option;
 whichever occurs first.
27. 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, then the Option Fee is the property of the Owner pursuant to section 27(2)(a) of the Residential Tenancies Act 1987.
28. The Applicant encloses with this Application an Option Fee for the sum referred to in Item 7. 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



29. FIRST APPLICANT'S PARTICULARS

07/07 302

Name (SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid Address Phone No Rental Paid \$..... Period rented From To Reasons why leaving

(ii) Previous address of Applicant Name of previous owner or managing agent to whom rent was paid Address Phone No Rental Paid \$..... Period rented From To Reasons why leaving

(iii) Occupation Employer Period of employment Phone No Wage \$..... If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone) First person NAME ADDRESS TELEPHONE Second person NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone) First person NAME ADDRESS TELEPHONE Second person NAME ADDRESS TELEPHONE



30. SECOND APPLICANT'S PARTICULARS

07/07 302

Name (SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a) NAME TELEPHONE

b) NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid

Address

Phone No

Rental Paid \$ Period rented From To

Reasons why leaving

(ii) Previous address of Applicant

Name of previous owner or managing agent to whom rent was paid

Address

Phone No

Rental Paid \$ Period rented From To

Reasons why leaving

(iii) Occupation

Employer Period of employment

Phone No Wage \$

If less than 12 months, name and address of previous employer

(iv) Next of Kin (name and address and telephone)

First person NAME ADDRESS TELEPHONE

Second person NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone)

First person NAME ADDRESS TELEPHONE

Second person NAME ADDRESS TELEPHONE



31. THIRD APPLICANT'S PARTICULARS

07/07 302

Name
(SURNAME) (FIRST NAME) (MIDDLE NAME)

Present Address

Phone No Work Phone No Home

Mobile Email

Date of Birth

Driver's Licence No State Passport No

Other ID

Proof of Identification (licence number/bankcard etc)

Vehicle Type & Registration No

Smoker Yes / No

Personal References a)
NAME TELEPHONE

b)
NAME TELEPHONE

(i) Name of current owner or managing agent to whom rent is paid

Address

Phone No

Rental Paid \$..... Period rented From To.....

Reasons why leaving

(ii) Previous address of Applicant

Name of previous owner or managing agent to whom rent was paid

Address

Phone No

Rental Paid \$..... Period rented From To.....

Reasons why leaving

(iii) Occupation

Employer Period of employment

Phone No Wage \$.....

If less than 12 months, name and address of previous employer.....

(iv) Next of Kin (name and address and telephone)

First person
NAME ADDRESS TELEPHONE

Second person
NAME ADDRESS TELEPHONE

Emergency Contact (name and address and telephone)

First person
NAME ADDRESS TELEPHONE

Second person
NAME ADDRESS TELEPHONE



**(This page is not part of the Application)
OFFICE ONLY**

Premises.....
Owner.....
Applicant.....

Current Managing Agent/Owner report including details of any breaches.....
.....
.....

Previous Managing Agent/Owner report including details of any breaches.....
.....
.....

Pets: Yes/No Type and Number of Pets.....
.....
.....

Gardens comments.....
.....
.....

Pool/spa comments.....
.....
.....

Tenancy Database.....
.....
.....

If Applicant(s) is a new resident two work references from:
Copies sighted / /
Employer phoned / / spoke to

	OCCUPATION CONFIRMED			EMPLOYED SINCE	ACCEPTED BY	REFERENCE CHECK
	Temporary	Part-time	Permanent			
1						
2						
3						

Owner's Comments.....
.....

Date of Owner's Approval/Rejection.....

Date Option granted to Applicant..... Date Option expires.....



EXPLANATION RESIDENTIAL TENANCY APPLICATIONS

Only complete an application and pay the option fee if you are sure that you want to enter into a lease with the owner for the particular premises, or hold the premises for a period.

This explanation is intended for a person who is applying through a REIWA member agent for a residential property lease using REIWA approved documents.

The owner 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 owner of the premises to determine in their opinion, who is the most suitable applicant, the managing agent requires some background information regarding previous premises that you have leased, and information on how you will pay the rent.

The form "STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PROPERTY" is not the lease.

The purpose of this form is:

Firstly, to inform the owner of your details, and your requirements for the lease. For example, if you wish to have pets at the premises.

Secondly, 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 and the initial rent payment.

Thirdly, to make you aware of conditions associated with making the application. For example, if your application is accepted, when you can take possession.

Fourthly, to create an option to take the premises. If the owner accepts your application, then the owner gives you the option to take up a lease. Unless otherwise agreed, you will have two business days from the time when the owner's agent informs you that your application has been approved in which to make a final decision if you want to enter into a lease. This is a holding period. If you enter into the lease, then the option fee will be credited to the rent payable. If you decline the opportunity to enter into the lease during the option period, then the owner will keep the option fee.

Summary

Your action: 1. Complete application

2. Submit application with the option fee

Owner's action: 3. Accept or reject application

If application is rejected then option fee is returned.

Your action: 4. If application is accepted, then you have a period of time to enter into the lease.

5. If you withdraw after acceptance by the owner, then you will forfeit the option fee.



APPLICATION TO RENT RESIDENTIAL PREMISES

Notes to Applicants

It is the aim of the property owner to find a tenant who will honour the terms of a tenancy agreement. The purpose of the application form is to identify potential tenants.

A tenancy application form is not, nor does it form any part of a tenancy agreement. The rights and obligations of tenants and landlords are governed by the Residential Tenancies Act 1987.

Information provided on this application form will be kept strictly confidential. Where a tenancy application is unsuccessful, this form will be returned to the applicant. Where the application is successful, the information will not be provided to any third party without the approval of the applicant. Details of next of kin will be used in emergencies only.

Details of property:

APPLICANT DETAILS

APPLICANT ONE

Name

Date of Birth | | Phone (Home) (Work)

Current Address

Proof of identification noted Yes No

(e.g. Drivers License, Passport, Birth Certificate etc.)

PREVIOUS RENTAL HISTORY

Previous address of applicant

Rent paid to (Agent or Owner's name and address)

Phone Number Rented From | | To | |

Reasons for leaving

EMPLOYMENT DETAILS

(If self-employed one year or less, give previous employer)

Occupation Employer

Employer's Address

Employed From | | To | |

Contact Name Phone

PERSONAL REFERENCES

1) Name

Phone (Home) (Work)

Address

2) Name

Phone (Home) (Work)

Address

NEXT OF KIN

Name

How related Phone(Home) (Work)

Address

EMERGENCY CONTACT

Name

How related Phone(Home) (Work)

Address

APPLICANT TWO

Name

Date of Birth | | Phone (Home) (Work)

Current Address

Proof of identification noted Yes No

(e.g. Drivers License, Passport, Birth Certificate etc.)

PREVIOUS RENTAL HISTORY

Previous address of applicant

Rent paid to (Agent or Owner's name and address)

Phone Number Rented From | | To | |

Reasons for leaving

(continued on next page...)

EMPLOYMENT DETAILS

(If self-employed one year or less, give previous employer)

Occupation Employer

Employer's Address

Employed From | | To | |

Contact Name Phone

PERSONAL REFERENCES

1) Name

Phone (Home) (Work)

Address

2) Name

Phone (Home) (Work)

Address

NEXT OF KIN

Name

How related Phone (Home) (Work)

Address

EMERGENCY CONTACT

Name

How related Phone (Home) (Work)

Address

GENERAL INFORMATION

I am/ We are over 18 years of age, not bankrupt and declare that the above information is true and correct.

I/ We have inspected the property described above and am/ are satisfied that they are in good and tenable state of repair:

I/ We wish to take a tenancy of the premises for a:

Period of: (months)

From: | | To: | |

Rental of: \$

per week per fortnight per calendar month

Do you intend applying for a Homeswest Bond? Yes No

If Yes, which branch:

I/ We agree to pay	Security bond	\$ <input type="text"/>
	Pet Bond (if applicable)	\$ <input type="text"/>
Initial rent paid to	<input type="text"/> <input type="text"/> <input type="text"/>	\$ <input type="text"/>
Rent paid to	<input type="text"/> <input type="text"/> <input type="text"/>	\$ <input type="text"/>
	TOTAL	\$ <input type="text"/>
	Less Option Fee*	\$ <input type="text"/>
BALANCE DUE ON ACCEPTANCE		\$ <input type="text"/>
<i>(Cash or Bank Cheque Only)</i>		

I/ We herewith enclose our *Option Fee of \$

It is agreed that the acceptance of this application is subject to approval by the owner/agent. I/ WE FURTHER UNDERSTAND THAT THE WITHDRAWAL BY APPLICANT(S) AFTER ACCEPTANCE MAY RESULT IN THE FORFEITURE OF THIS OPTION FEE. If this application does result in a tenancy agreement being entered into, the Option Fee will be credited towards the first rent payment.

SIGNATURE OF APPLICANT ONE

Date: | |

SIGNATURE OF APPLICANT TWO

Date: | |

ACCEPTANCE BY OWNER

OR AGENT FOR OWNER

Date: | |