

application to enter into residential tenancy agreement

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 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

Your action if You wish to apply for the Residential Tenancy Agreement:	1. Complete this Application. 2. Submit this Application to the Property Manager together with any Option Fee that may be requested by the Property Manager.
Lessor's action if You do not succeed with Your Application:	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.
Lessor's action if You succeed with Your Application:	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.
What You will then need to do if You are the successful Applicant:	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. 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.

FOR: Premises Address:

Address 1	
Address 2	
Suburb	State WA Postcode

FROM: Proposed Tenants' Names:

	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		

TO: The Property Manager:

Agency Name	Professionals 5 Star Realty		
Address	15 Victoria Street, Midland, WA, 6056		
Telephone	08 92741655	Facsimile	N/A
E-mail	admin@5starrealty.com.au		

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PART A (TO BE COMPLETED BY PROPERTY MANAGER)

1. Premises					
Address 1					
Address 2					
Suburb		State	WA	Postcode	

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 Reg. No. Age
Type of Pet Breed Reg. No. Age
9. Do you intend on 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):

PO Box		Town/City		Postcode	
Address 1					
Address 2					

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 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, 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 Your bank account details set out in Part B within 7 days of the decision.

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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.

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;
- (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. 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 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) and debt collectors, 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:

	Given Name(s)	Family Name
Tenant 1		
Tenant 2		
Tenant 3		
Tenant 4		

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
 - (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
 - (v) **Website:** www.ntd.net.au
 - (c) **Other Databases** (if applicable)
 - (i) **Name:**
 - (ii) **Address:**
 - (iii) **Telephone:**
 - (iv) **Facsimile:**
 - (v) **Email:**
 - (vi) **Website:**
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 . Information regarding applicatino 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 . 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

Given Name(s)					Family Name				
Address 1									
Address 2									
Suburb					State		Postcode		
Phone No	Work		Mobile		Home				
Email					Gender				
Date of Birth		Place of Birth		Family Name at Birth			Australian Citizen	☐ Yes ☐ No	

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No		State of Issue		Passport No		Country of Issue	
Medicare Card No		Ref No		Colour		Expiry Date	
Other ID							
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

	Phone No				
Address					
Rental Paid	\$	Period Rented From		To	
Reason for leaving					

(ii) Previous address of Applicant

	Phone No				
Address					
Rental Paid	\$	Period Rented From		To	
Reason for leaving					

(iii) Occupation

	(Note: Your Employer may be contacted to verify employment)			
Employer		Phone No		
Period of Employment		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		TELEPHONE	
	ADDRESS			
Second Next of Kin	NAME		TELEPHONE	
	ADDRESS			
Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]				
First Contact	NAME		TELEPHONE	
	ADDRESS			
Second Contact	NAME		TELEPHONE	
	ADDRESS			

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YOUR (Second Person's) PARTICULARS

Given Name(s)					Family Name				
Address 1									
Address 2									
Suburb					State		Postcode		
Phone No	Work		Mobile		Home				
Email					Gender				
Date of Birth		Place of Birth		Family Name at Birth			Australian Citizen	☐ Yes ☐ No	

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No		State of Issue		Passport No		Country of Issue	
Medicare Card No		Ref No		Colour		Expiry Date	
Other ID							
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

	Phone No				
Address					
Rental Paid	\$	Period Rented From		To	
Reason for leaving					

(ii) Previous address of Applicant

	Phone No				
Address					
Rental Paid	\$	Period Rented From		To	
Reason for leaving					

(iii) Occupation

	(Note: Your Employer may be contacted to verify employment)
Employer	Phone No
Period of Employment	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		TELEPHONE	
	ADDRESS			
Second Next of Kin	NAME		TELEPHONE	
	ADDRESS			
Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]				
First Contact	NAME		TELEPHONE	
	ADDRESS			
Second Contact	NAME		TELEPHONE	
	ADDRESS			

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YOUR (Third Person's) PARTICULARS

Given Name(s)					Family Name				
Address 1									
Address 2									
Suburb					State		Postcode		
Phone No	Work		Mobile		Home				
Email					Gender				
Date of Birth		Place of Birth		Family Name at Birth			Australian Citizen	☐ Yes ☐ No	

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No		State of Issue		Passport No		Country of Issue	
Medicare Card No		Ref No		Colour		Expiry Date	
Other ID							
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

	Phone No	
Address		
Rental Paid	\$	Period Rented From
Reason for leaving		

(ii) Previous address of Applicant

	Phone No	
Address		
Rental Paid	\$	Period Rented From
Reason for leaving		

(iii) Occupation

Employer	Phone No	
Period of Employment	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		TELEPHONE	
	ADDRESS			
Second Next of Kin	NAME		TELEPHONE	
	ADDRESS			
Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]				
First Contact	NAME		TELEPHONE	
	ADDRESS			
Second Contact	NAME		TELEPHONE	
	ADDRESS			

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YOUR (Fourth Person's) PARTICULARS

Given Name(s)					Family Name				
Address 1									
Address 2									
Suburb					State		Postcode		
Phone No	Work		Mobile		Home				
Email					Gender				
Date of Birth		Place of Birth		Family Name at Birth			Australian Citizen	☐ Yes ☐ No	

DOCUMENTS TO CONFIRM YOUR IDENTITY

Drivers Licence No		State of Issue		Passport No		Country of Issue	
Medicare Card No		Ref No		Colour		Expiry Date	
Other ID							
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

	Phone No				
Address					
Rental Paid	\$	Period Rented From		To	
Reason for leaving					

(ii) Previous address of Applicant

	Phone No				
Address					
Rental Paid	\$	Period Rented From		To	
Reason for leaving					

(iii) Occupation

	(Note: Your Employer may be contacted to verify employment)
Employer	Phone No
Period of Employment	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		TELEPHONE	
	ADDRESS			
Second Next of Kin	NAME		TELEPHONE	
	ADDRESS			
Emergency Contact (name and address and telephone) [Note: These people may be contacted to verify particulars.]				
First Contact	NAME		TELEPHONE	
	ADDRESS			
Second Contact	NAME		TELEPHONE	
	ADDRESS			

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1. Rent must be paid one (1) period in advance at all times.
2. The tenants acknowledge NO nails, picture hooks, bluetak to be installed on walls without written permission from the Owner/Agent.
3. The tenants agree to clean all windows inside and out on vacation of the property, including tracks.
4. The tenants acknowledge no vehicles to be parked or driven on grassed areas, and no unlicensed vehicles are to be at the property.
5. The tenants agree to keep the driveway and carport free of oil spills and stains & to put a drip tray or mat down.
6. The tenants are also aware and agree to photos or video recording being taken of the property during inspections. Notice of inspections will be conducted as per statement of rights and duties.
7. The tenants agree to give 30 days written notice of their intention to vacate the property prior to the end of the FIXED term tenancy. OR give 21 days written notice to vacate a PERIODIC term tenancy.
8. All rental keys to the property must be returned on the day of vacating the rented premises Rent is payable up to and including the date property keys are returned to the owner.
9. The tenant authorizes the agent to pass on any information to any person or persons purchasing the rent-roll from Professionals 5 Star Realty, should this occasion occur.
10. The tenant agrees upon vacation of the Premises, to have all carpets and tiled grout professionally cleaned (at the Tenants expense) by a contractor to be approved by the Agent and to supply to the Agent a receipt as evidence that the carpets and tiled grout have been cleaned.
11. The tenant will be responsible for any repair caused by careless use or neglect to blocked drains and toilets (i.e. hair, food, fat, toys).
12. A rent review will be conducted every six (6) months.
13. Shower curtain/s to be replaced or cleaned upon vacation of the property, according to the Property Condition Report
14. Tenants are aware that they need to take out their own Contents Insurance.
15. Should the property have wooden floorboards, furniture protectors must be used to avoid damage to the floorboards.
16. Should an air conditioner be installed at the property, the filters must be cleaned on a regular basis (once per month) to ensure optimum working order of the system.
17. Hand watering of the plants is required between watering days to ensure that the garden is maintained in a healthy condition.
18. No Pets to be kept inside the property.
19. Tenants who have pets at the property, The tenant agrees upon vacation of the Premises, to have the property fumigated professionally (at the Tenants expense) by a contractor to be approved by the Agent and to supply to the Agent a receipt as evidence that the property has been fumigated.
20. No smoking allowed under any circumstances inside the property.
21. Tenants are aware that rugs/mats must be placed under computer chairs to avoid wearing/damage.
22. Tenants are aware any unpaid monies due after vacating the premises will result in the tenant being lodged onto REIWA and TICAs national database as defaulting tenants.
23. The tenants agree that no more than 72 hours notice will be given for access to the property to show prospective clients through if the owner should decide to sell. The tenants also agrees to allow access for the purpose of conducting home opens on Saturday or Sundays with at least 120 hours (5 days) notice.
24. The tenants agree to have the carpets and tiled grout professionally cleaned annually and to supply the receipt to the Agent.
25. The tenant understands that the owners building insurance does not cover the tenants personal items kept in the property in case of an unfortunate event where items may be damaged or destroyed.
26. Professionals 5 Star Realty has a no-tolerance policy for violence and abuse, and if at any time a property manager feels threatened or is abused, they can terminate the phone call and deal exclusively through letter or email.
27. Tenants understand pull-cords/chains to blinds/curtains must be secure to devices installed on walls next to blind to prevent choking hazards.
28. The tenant must not Grant any licence or right to reside or stay at the premises or any part of it to any person or entity as a part of a commercial arrangement, or, advertise or list the premises on any internet or other site for a license or right to reside or stay at the premises.
29. The tenant agrees to test the RCD's and Hardwired smoke alarm every 3 months and inform the property manager if the RCD or smoke alarms are not in working order.

**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

Your Signature (**Fourth Person**)

Date

INFORMATION FOR TENANT**WHAT YOU MUST KNOW ABOUT YOUR TENANCY****At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:**

- a copy of this information statement
- a copy of your residential tenancy agreement
- 2 copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgment form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- keys to your new home.

UPFRONT COSTS**You are not required to pay:**

- more than 2 weeks rent in advance (see “ESSENTIALS FOR TENANTS” below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

ESSENTIALS FOR TENANTS**Follow these useful tips and pieces of information to help avoid problems while you are renting:**

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (record of payment) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) – you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see “ENDING THE RESIDENTIAL TENANCY AGREEMENT” in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa-pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa-pool is not in working order or does not comply with *Building Regulations 2012*, contact your lessor or property manager immediately to arrange urgent repairs. If delays occur, or you need more information, contact your local government
- Loose blinds or curtain cords or chains which are not fixed out of reach pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

COMPLAINTS AND DISPUTES

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at www.magistratescourt.wa.gov.au or go to the Department of Commerce website at www.commerce.wa.gov.au/ConsumerProtection to view general information publications about disputes and about the Magistrates Court process.

FURTHER INFORMATION**CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE**

Perth office: Forrest Centre, 219 St Georges Terrace, Perth, Western Australia 6000

Hours 8:30 a.m. – 5:00 p.m. **General Advice Line:** 1300 30 40 54

Email: consumer@commerce.wa.gov.au

Internet: www.commerce.wa.gov.au/ConsumerProtection

REGIONAL OFFICES:

Goldfields/Esperance: (08) 9026 3250 | **Great Southern:** (08) 9842 8366 | **Kimberley:** (08) 9191 8400

South-West: (08) 9722 2888 | **North-West:** (08) 9185 0900 | **Mid-West:** (08) 9920 9800

The WA Government provides funding assistance to the WA Tenancy Network which provides advice, information and advocacy to tenants throughout Western Australia.

Contact the Consumer Protection Advice Line on **1300 30 40 54** for referral to a centre near you.